

 MICROFILM

**START
OF ROLL**

ROLL NO.

97

Construction Contracts

Begins with # 5584

5584 continued from
reel 96

F-109(10) Davis Slough-Bullards Br. 1960
#5584 Sec. of Oregon Coast Hwy.
(slide corr. and signing)

RECEIVED
MAR 25 1963

FOR FILING

F-109 (10)

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

477 Cottage Street, N. E.
Salem, Oregon

March 19, 1963

08-35.5

A. W. Parsons
Division Engineer
Salem, Oregon

By:

L. R. Backlund
Administrative Manager

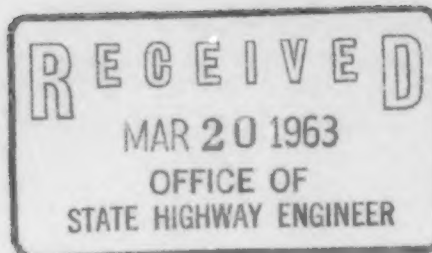
Oregon Project F-109(10)
Davis Slough - Bullards Bridge Section
Voucher No. 12 - Final
Net amount claimed \$82,546.00

The subject vouchers has been approved in the reduced amount of \$81,170.00. Deduction has been made in accordance with the attached Schedules of Exceptions, Items 1, 2, & 4.

Total amount of deductions	\$2,153.08
Federal aid pro-rate	63.93%
Net deduction in even dollars	\$1,376.00

In the event you disagree with the deductions made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attach.



original To Young-with attachments
3-25-63

NOTED
LLOYD P. SHAW

RECEIVED
 COMMISSIONERS
 MARCH 8 1963
 MEDFORD

KENNETH N. FRIDLEY, MEMBER
FOR FILING
 DAVID B. SIMPSON, MEMBER
 PORTLAND

FLOYD QUERY, SECRETARY
 SALEM

F-109 (10)

5594



STATE OF OREGON
 STATE HIGHWAY DEPARTMENT
 SALEM 10

March 8, 1963

Shell Oil Company
 Shell Building
 1219 West Lake Avenue N.
 Seattle, Washington
 Attention A. B. Lundstedt,
 Credit Manager

Re: Our File L-4218
 Central Paving Co.
 Davis Slough-Bullards Bridge Sec.
 Our Contract No. 5584

Gentlemen:

We recently learned from the Secretary of the Highway Commission that a substantial portion of your \$200,000 claim against Central Paving Co. on the above contract is still unpaid.

It happens that Central Paving Co. has recently filed an action against the State, to recover extra or additional compensation allegedly due under this contract. It is the State's position that the claims giving rise to this action are wholly without merit, and we anticipate the probability that the case will eventually be tried.

In connection with the defense of this action, it may be of considerable importance that you, and possibly other creditors, still have claims against this contractor for labor, materials, supplies, etc., furnished for the performance of this contract. Accordingly, we will be most appreciative if you will advise the undersigned of any significant change in the status of your claim, such as the commencement of legal proceedings by you, or payment by Central Paving Co. or its surety.

Thank you for your cooperation.

Yours very truly,

L. I. LINDAS
 Chief Counsel

AHJ:ks

cc: Cecil W. Head
 L. I. Lindas

By

ALAN H. JOHANSEN
 Staff Attorney

NOTED
 C. W. HEAD

RECEIVED
MAR 11 1963

FOR FILING

F-109 (10)
5584

March 8, 1963

Shell Oil Company
Shell Building
1219 Westlake Ave. N.
Seattle 11, Wn.

Attention: Mr. A. D. Lundstedt
Credit Manager

Gentlemen:

As requested in your letter of March 6, we are attaching a certified copy of Contract and Bond #5584 with Central Paving Co. for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD

dc



SHELL OIL COMPANY

NORTHWEST DIVISION

SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE 11, WASHINGTON

March 6, 1963

Subject: Central Paving Company
Independence, Oregon
OSHC Contract 5584

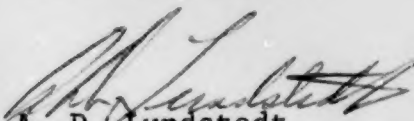
Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Our notice of claim in the sum of \$200,000 was filed under No. 3905 on January 10, 1962 with the Secretary of State.

A substantial balance is still unpaid and we would appreciate a certified copy of the contract and bond. An affidavit as required under ORS 279.515 is attached.

Yours very truly,


A. D. Lundstedt
Credit Manager

ADL..C

Encl.

*cc, please handle
76*



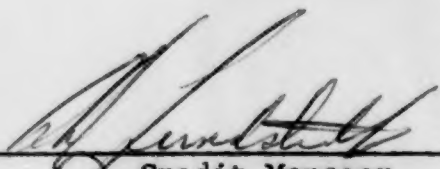
NOTED
C. W. HEAD

AFFIDAVIT

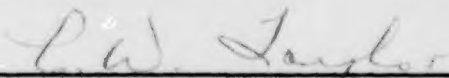
STATE OF WASHINGTON)
) SS
COUNTY OF KING)

Before me, the undersigned, a Notary Public in and for said State and County, personally appeared A. D. Lundstedt, who, being by me duly sworn, states:

That he is the Credit Manager of the Seattle Division of Shell Oil Company, a Delaware corporation, at its office in Seattle, Washington, and that he is duly authorized to make this affidavit in behalf of said corporation; that he is familiar with the account of Central Paving Company, principal contractor on OSHC Contract 5584 for the work of paving slide correction, Davis Slough - Bullard Bridge Section Oregon Coast Highway, Coos County, Oregon; that said corporation supplied materials for such public work; that the said account resulting from such deliveries is correct and owing and unpaid by the party against whom it is charged; that there are no credits, offsets or discounts due thereon, and that Shell Oil Company is the legal owner and holder of said account.


Credit Manager

Subscribed and sworn to before me this 6th day of March, 1963.


Notary Public

My Commission Expires:

Dec. 3 1964

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JAN 29 1963

FOR FILING

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD

KENNETH N. FRIDLEY, MEMBER
WASCO

DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 25, 1963

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

F-109(10)
5584

Oregon State Highway Commission

Re: Institution of legal proceedings,
Central Paving vs. State L-4218

Gentlemen:

Since the last Commission meeting an action has been filed in Marion County by Central Paving Company vs. State of Oregon, by and through its State Highway Commission.

The plaintiff's claim is for damages arising out of performance of Highway Contract No. 5584 known as the Davis Slough-Bullard's Bridge Section of the Oregon Coast Highway in Coos County, Oregon. The work called for was essentially that of paving and slide correction.

The complaint consists of two causes of action. The first cause of action is for damages in the amount of \$44,213.71 claimed to have resulted from extra costs in processing and segregating road building material to meet requirements imposed by Commission representative and contrary to terms of the contract.

The second cause of action arises out of the performance of the slide correction work. Plaintiff alleges that the manner in which the Department's Engineer required the work to be done was other than the usual and normal method. It is claimed that the Engineer required the contractor to excavate the old embankment to a considerable width and substantially throughout the length of the project within the lines of the existing roadway, and to laminate and stabilize the materials from and in the existing embankment with new material hauled in primarily to correct slides.

Plaintiff claims the above to be an alteration of the contract and that the manner in which he was required to do the work was more closely related to embankment foundation excavation for which he bid \$1.25 per yard than general excavation for which he bid and was paid \$.40 per yard. Added to this, Plaintiff claims that the gross errors were made in measurement of

NOTED
FORREST COOPER

Oregon State Highway Commission
January 25, 1963
Page 2

quantities. By reason of all of this Plaintiff claims damages of \$274,630.66 in its second cause of action.

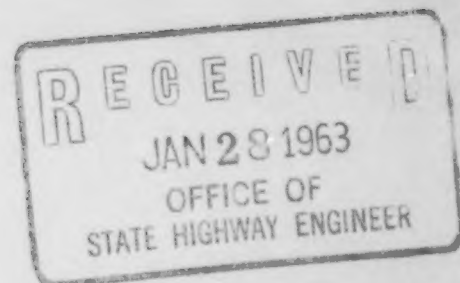
Appropriate steps will be taken to present the Commission's defense to this action.

Very truly yours,

L. I. LINDAS
Chief Counsel

GER:hg

CC - Forrest Cooper
R. L. Porter
P. M. Stephenson
L. P. Shaw
Tom Edwards
Floyd Query
C. H. Maison
John Phillips
I. A. DeFrance
Robert Y. Thornton



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DEC 21 1962

F-104 (10)
5584

Salem, Oregon
December 21, 1962

L. I. Lindas
Chief Counsel

Summons & Complaint at Law

Attached is a "Summons" and "Complaint at Law" in the Marion County Circuit Court in which Central Paving Company seeks to collect from the State Highway Commission certain amounts in connection with State Highway Contract No. 5584, for work on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

These papers were served in this office this morning by the Marion County Sheriff's representative at 9:10 a. m.

Floyd Query, Secretary

FQ:jmc

Encl.

RECEIVED

OCT 16 1962

FORM 2-501-001-0-00 48000

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 12, 1962

SUBJECT: Davis Slough-Bullards Bridge Section
Contract No. 5584

To: Mr. L. H. Young
Office Engineer

OFFICE

The Bureau of Public Roads Auditor took an exception of \$130,929.76 on this project for subrosa subcontracts between the prime contractor, Central Paving Company, and the Vern Hoaglin Construction Company and the Delsmans Trucking Company. Subcontracts did exist and copies are enclosed. These were not filed with the State, although there is no question that they would have been approved had they been filed.

Since we have not yet been cited, you may wish to hold these in your files for possible future action.

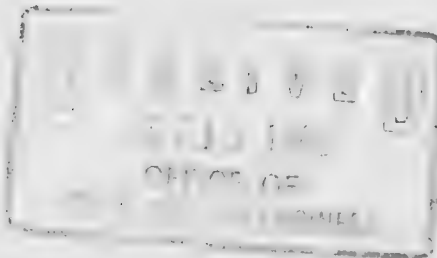
F. D. Morgan
Construction Engineer

By *F. B. Klaboe*
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
Attachments

cc: R. L. Porter ✓
L. R. Chandler

NOTED
R. L. PORTER



RECEIVED

OCT 10 1962
FORM 1-50-1-5-62 48300

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
October 9, 1962

SUBJECT: Sign Replacement
Davis Slough-Bullards Bridge Section
Oregon Coast Highway No. 9
Southbound Ferry Street Off-Ramp
Pacific Hwy. (West) No. 1W

To: I. A. DeFrance
Maintenance & Equipment Engineer
BUILDING

A representative of the California Metal Enameling Company, (CAMEO), has informed this office that he will begin replacement of defective porcelain enamel signs on the above mentioned sections.

As you may already know, CAMEO was the supplier of the porcelain enamel signs under the signing contracts for these sections. This work was to have started with the replacement of faulty sign panels on the Davis Slough-Bullards Bridge Section on about October 8, 1962. CAMEO has been given permission to use laminated aluminum panels to replace signs constructed of extruded aluminum panels. The entire sign must be replaced if laminated panels are used.

These laminated panels are to be installed as required by the Department's current plans and special provisions for contract lettings. However, contrary to the detail sheet S2A, CAMEO has been allowed to attach the sign directly to the metal posts. This procedure of eliminating the use of the "Z" bar, normally required to aid contractors in the erection of the signs, does not adversely affect the strength of the sign installation.

It is suggested that the Maintenance Division care for the inspection of these sign replacements. If it is desired, we will be more than willing to assist in any such inspection.

Original Signed by
F. B. CRANDALL

F. B. Crandall
Traffic Engineer

DRA:sm

cc: Tom Edwards
L. R. Chandler

NOTED
TOM EDWARDS

RECEIVED
OCT 2 1962

FOR FILING

F-102(4)
54 111

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

Attention: Mr. E. L. Porter

477 Cottage Street, N.E.
Salem, Oregon

September 28, 1962

08-35.5 A. W. Parsons, Division Engineer
Salem, Oregon

Subcontracting
Oregon Project F-102(4)
The Dalles-Eight Mile Creek Section

We have forwarded to the Regional office all documents pertaining to the unauthorized subcontracting work on this project for administrative determination of the action to be taken. In our transmittal we have stressed the desire of your office to be advised as soon as possible what disposition will be taken in this matter.

In addition to the unauthorized subcontracting encountered in this project, we have also forwarded information concerning possible unauthorized subcontracting disclosed in recent audits made on the following projects:

<u>Federal Aid</u> <u>Parcel No.</u>	<u>State</u> <u>Contract No.</u>	<u>State</u> <u>Section</u>	<u>Amount</u> <u>Involved</u>
F-156(6)	5057	Sandy-Alder Creek	\$493,824.15
F-109(10)	5584	Davis Slough- Bullards Bridge	130,929.76
I-80N-3(11)74	5461	Rowena-Chenoweth Creek	103,749.64

We are advising you of this action to provide you with the opportunity to make necessary inquiry as you deem necessary to obtain additional information concerning these subcontracts. Copies of exception documents are attached for your information concerning the subcontracting work involved.

Attachments

original To Young
with attachments

copy To Young

10-2-62

NOTED
R. L. PORTER

RECEIVED
JUN 22 1962

FOR FILING

5584

June 22, 1962

Small Business Administration
600 Lincoln Building
Portland 4, Oregon

Attention: Mr. D. C. Duke
Loan Specialist

Gentlemen:

In your letter of June 20, you request certain information concerning Central Paving Company and Salem Road and Driveway Company.

Salem Road and Driveway Company on January 19, 1962, was awarded our Contract No. 6024 for paving on the Battle Creek Junction-Illahee Section of Pacific Highway in Marion County. The contract amount is \$178,902. The second low bid was in the amount of \$189,518.20 and the third low bid was \$191,873.80.

Central Paving Company held our Contract No. 5584 for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County. Their bid was in the amount of \$1,092,300.36. Central Paving Company has performed several jobs for the State Highway Department specializing in paving work. They had good equipment and performed good work, but may have over extended themselves on Contract No. 5584. The second low bid was \$1,096,016.50 and the third bid was \$1,101,953.60.

Very truly yours,

Secretary
Oregon State Highway Commission

FQ:flm

SMALL BUSINESS ADMINISTRATION
600 Lincoln Building, 208 S. W. Fifth
Portland, Oregon

June 20, 1962

State Highway Commission
State Highway Building
Salem, Oregon

Re: Central Paving Co., Independence, Ore.
Salem Road & Driveway Co., Salem, Ore.
Loan Application #L-341,847-PTD-R

Gentlemen:

According to information from the above, they have seen successful contract bidders on highway construction work for the State of Oregon. Salem Road and Driveway Co. indicates a contract on US No. 5 for \$178,902 has been awarded to them by yourselves. We would like to verify this and to inquire of the other bid amounts, if any, by their competitors.

Central Paving Co. performed on Contract #5584 near Bandon and seemingly ran into difficulty which caused this firm to lose a substantial amount of money. May we please have the benefit of your opinion and experience as to the principals' technical capabilities in road construction and as to the range of bidding, if any, in this case also?

Any other information which you might wish to share with this Federal Agency will be most appreciated, and please be assured that we shall keep in confidence all comments.

We are enclosing our franked addressed envelope for the convenience of your reply.

Very truly yours,

/s/ D. C. Duke

D. C. Duke
Loan Specialist

RECEIVED
PR 25 1962

Contract 5584

Project number PR 25 1962	Form 2A (5-2-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project revision number 10	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT		County Coos
			Project number F-109(10)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on February 16, 19 60, is hereby modified as follows:

Revised estimated total cost of project	\$ <u>1,174,326.00</u>
Revised Federal funds	\$ <u>743,728.00</u>
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 13 day of April, 19 62.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [Signature]

ASSISTANT State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Folk
Division Engineer

By L. R. Backlund
Acting Administrative Manager

April 12, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of
project agreement, signed by a Highway official, for the
Davis Slough-Ballards Bridge Section, Project No. F-109(10).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

ENC:bb

RECEIVED
FEB 17 1960

Project Report No.
FOR FILING
F-109(10)

Form
(9-1)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FEDERAL-AID PROJECT AGREEMENT

Oregon

County

Coos

Project No.

F-109(10)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

U.S. 101, Davis Slough to Bullards Bridge

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	1-5-60	1.3
Other (Specify)		

FUNDS

Estimated total cost of project
\$ 1,136,053

Federal funds
\$ 692,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Deputy

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By

C. G. Polk

Division Engineer

By

R. C. Wright

Administrative Manager

Date executed by

Division Engineer

February 16, 1960

February 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Davis Slough- Bullards
Bridge Section, Project No. P-109(10).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:am

February 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Davis Slough-Bullards Bridge Section, Project No. F-109(10).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:ms

Oregon State Highway Department

Federal Aid
Project No. F-109(10)

DAVIS SLOUGH-BULLARDS BRIDGE SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 9, 1960

Type Code 6202

Roadway (Sta. 370+00 to Sta. 1117+29) (Contract No. 5584)

Clearing and Grubbing	All Required (60%)		\$ 20,700.00
Drainage Excavation, Unclassified	1,600 Cu. Yds.	3.00	4,800.00
General Excavation, Unclassified	253,200 Cu. Yds.	0.40	101,280.00
Short Overhaul	1,033,800 Yd. Sta.	0.015	15,507.00
Long Overhaul	18,100 C-Yd. Sta.	0.30	5,430.00
Preparation of Roadbed and Slopes	13.90 Miles	1,000.00	13,900.00
8-Inch Corrugated Metal Pipe	1,400 Lin. Ft.	2.40	3,360.00
12-Inch Corrugated Metal Pipe	1,600 Lin. Ft.	3.60	5,760.00
15-Inch Corrugated Metal Pipe	530 Lin. Ft.	4.00	2,120.00
18-Inch Corrugated Metal Pipe	670 Lin. Ft.	4.50	3,015.00
24-Inch Corrugated Metal Pipe	170 Lin. Ft.	7.00	1,190.00
30-Inch Corrugated Metal Pipe	290 Lin. Ft.	9.50	2,755.00
8-Inch Perforated Metal Drain Pipe	2,130 Lin. Ft.	2.00	4,260.00
12-Inch Perforated Metal Drain Pipe	110 Lin. Ft.	3.00	330.00
Special Backfill in Drains	290 Cu. Yds.	8.50	2,465.00
Concrete Inlets, Type "D"	42 Only	96.00	4,032.00
Concrete Inlets, Type "C-1"	4 Only	96.00	384.00
Concrete Curbs	180 Cu. Yds.	58.00	10,440.00
Metal Guard Rail	29,000 Lin. Ft.	2.38	69,020.00
Guide Posts, Type W-2	410 Only	5.75	2,357.50
Sand Subbase	84,000 Cu. Yds.	.90	75,600.00
Sprinkling Earthwork Materials	340 M-Gal.	4.50	1,530.00
Wood Sign Posts	All Required (65%)		1,846.00
Type "C" & "D" Signs in Place	704.1 Sq. Ft.	4.75	3,344.48
Type "S" Signs in Place	88.4 Sq. Ft.	4.60	406.64
Type "J" Signs in Place	76.6 Sq. Ft.	7.70	589.82

Alternate "A" Asphaltic Stabilized Base and Paving

Gravel in Base Stabilization	61,000 Tons	1.00	61,000.00
Asphaltic Stabilized Base	116,200 Tons	2.10	244,020.00
Asphalt in Stabilized Base	5,810 Tons	35.00	203,350.00
Sprinkling Base Materials	975 M-Gal.	2.00	1,950.00
Asphaltic Concrete Mixture	33,500 Tons	2.25	75,375.00
Asphalt in Mixture	1,840 Tons	35.00	64,400.00
Extra for Approaches	60 Only	25.00	1,500.00

Subtotal (Using Alternate "A") \$1,008,017.44

Oregon State Highway Department

-2-

Federal Aid
Project No. P-109(10)

Seeding and Mulching	All Required	\$ 4,000.00
Sand Stabilization of Ditch Slopes	All Required	10,000.00
Flagging (57 1/2% of Contractor's Cost)	All Required	200.00
Sign Revisions	All Required	<u>1,000.00</u>

Subtotal	\$1,023,217.44
10% Engr. & Cont.	<u>102,321.56</u>

Total	\$1,125,539.00
-------	----------------

Length of Roadway 14.100 Miles
Cost of Roadway Per Mile \$79,825.46

Type Code 1002Traffic Signs (Station 299+00 to Sta. 370+00) (Contract No. 5584)

Removal of Existing Sign Installation	All Required	\$ 100.00
Single W at Butterfly Mast Arm Sign	1 Only	2,335.00
Furnish 8" DP 36# Steel Piling	73 Lin. Ft.	6.50
Drive Steel Piles	5 Only	60.00
Metal Sign Posts in Place	All Required	255.00
Wood Sign Posts in Place	All Required (35%)	994.00
Type "A" Signs in Place	421 Sq. Ft.	7.95
Type "C" & "D" Signs in Place	331.7 Sq. Ft.	4.75
Type "F" Signs in Place	31.2 Sq. Ft.	4.60
Type "J" Signs in Place	4.4 Sq. Ft.	7.70

Subtotal	\$ 9,558.42
10% Engr. & Cont.	<u>955.58</u>

Total	\$10,514.00
-------	-------------

Length of Sign Project 1.326 Miles
Cost of Project Per Mile \$7,929.11

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$1,125,539.00	\$686,000.00	\$439,539.00
Signing Only	<u>10,514.00</u>	<u>6,000.00</u>	<u>4,514.00</u>
	\$1,136,053.00	\$692,000.00	\$444,053.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-109(10)

DAVIS SLOUGH-BULLARDS BRIDGE SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 28, 1959

Type Code 6202

Roadway (Sta. 370+00 to Sta. 1117+29)

Clearing and Grubbing	All Required (60%)	\$	12,000.00
Drainage Excavation, Unclassified	1,600 cu.yds.	\$3.00	4,800.00
General Excavation, Unclassified	253,200 cu.yds.	.37	93,684.00
Short Overhaul	1,033,800 yd.sta.	.01	10,338.00
Long Overhaul	18,100 C-yd.sta.	.50	9,050.00
Preparation of Roadbed and Slopes	13.90 miles	800.00	11,120.00
8-inch Corrugated Metal Pipe	1,400 lin.ft.	2.50	3,500.00
12-inch Corrugated Metal Pipe	1,600 lin.ft.	3.75	6,000.00
15-inch Corrugated Metal Pipe	530 lin.ft.	4.50	2,385.00
18-inch Corrugated Metal Pipe	670 lin.ft.	5.00	3,350.00
24-inch Corrugated Metal Pipe	170 lin.ft.	7.50	1,275.00
30-inch Corrugated Metal Pipe	290 lin.ft.	10.00	2,900.00
8-inch Perforated Metal Drain Pipe	2,130 lin.ft.	2.50	5,325.00
12-inch Perforated Metal Drain Pipe	110 lin.ft.	3.75	412.50
Special Backfill in Drains	290 cu.yds.	7.00	2,030.00
Concrete Inlets, Type "G"	42 only	90.00	3,780.00
Concrete Inlets, Type "G-1"	4 only	100.00	400.00
Concrete Curbs	360 cu.yds.	100.00	36,000.00
Metal Guard Rail	29,000 lin.ft.	2.75	79,750.00
Guide Posts, Type W-2	410 only	6.00	2,460.00
Sand Subbase	84,000 cu.yds.	.50	42,000.00
Sprinkling Earthwork Materials	340 M-gals.	3.00	1,020.00
Removal of Existing Sign Installations	All Required		100.00
Furnish 8" BP 36# Steel Piling	73 lin.ft.	7.00	511.00
Drive Steel Piles	5 only	85.00	425.00
Single Post Butterfly Mast Arm Sign structure	1 only	2,000.00	2,000.00
Metal Sign Posts	All Required		155.00
Wood Sign Posts	All Required		3,720.00
Type "A" Signs in Place	421 sq.ft.	8.00	3,368.00
Type "C" Signs in Place	1,035.8 sq.ft.	5.50	5,696.90
Type "E" Signs in Place	119.6 sq.ft.	6.00	717.60
Type "J" Signs in Place	81 sq.ft.	6.00	486.00
			<u>\$350,759.00</u>

Alternate "A" - Asphaltic Stabilized Base and Paving

Gravel in Base Stabilization	61,000 tons	\$.80	\$ 48,800.00
Asphaltic Stabilized Base	116,200 tons	2.89	335,818.00
Asphalt in Stabilized Base	5,810 tons	40.00	232,400.00
Sprinkling Base Materials	975 M-gal.	3.00	2,925.00
Asphaltic Concrete Mixture	33,500 tons	3.50	117,250.00
Asphalt in Mixture	1,840 tons	40.00	<u>73,600.00</u>

Subtotal "Alternate A" \$810,793.00

Alternate "B" - Stone Base, Paving and Oiling

Coarse Crushed Material in Base	113,300 tons	\$3.55	\$402,215.00
1" - 0 Material in Base	47,800 tons	3.90	186,420.00
Sprinkling Base Materials	3,250 M-gals.	3.00	9,750.00
Preparation of Base	14.10 miles	350.00	4,935.00
1" - 0 Material in Binder Course	2,850 cu.yds.	6.00	17,100.00
Furnishing and Placing Aggregates	4,960 cu.yds.	6.00	29,760.00
RC-3 Asphalt	460 tons	50.00	23,000.00
200-300 Asphalt	390 tons	48.00	18,720.00
RS-2 Asphalt	110 tons	50.00	5,500.00
Asphaltic Concrete Mixture	57,500 tons	5.00	287,500.00
Asphalt in Mixture	3,160 tons	40.00	126,400.00
Extra for Paving Approaches	45 only	30.00	<u>1,350.00</u>

Subtotal "Alternate B" \$1,112,650.00

Roadway Subtotal (Using Alternate "A") \$1,161,552.00

Seeding and Mulching	All Required	4,000.00
Sand Stabilization of Ditch Slopes	All Required	10,000.00
Flagging (57 1/2% of Contractor's Cost)	All Required	200.00
Sign Revisions	All Required	<u>1,000.00</u>

Subtotal \$1,176,752.00

10% Engr. & Cont. 117,675.00

Total \$1,294,427.00

Length of Roadway 14.100 miles
Cost of Roadway per mile \$91,803.33

Federal Funds \$ 789,000.00
State Funds 505,427.00

\$1,294,427.00

Oregon State Highway Department

Federal Aid
Project No. F-109(10)

DAVIS SLOUGH-BULLARDS BRIDGE SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 15, 1960

Type Code 6202

Roadway (Sta. 370+00 to Sta. 1117+29)

Clearing and Grubbing	All Required (60%)			
Drainage Excavation, Unclassified	1,600	Cu. Yds.	\$ 3.00	\$ 12,000.00
General Excavation, Unclassified	253,200	Cu. Yds.	0.37	4,800.00
Short Overhaul	1,033,800	Yd. Sta.	0.01	93,684.00
Long Overhaul	18,100	C-Yd. Sta.	0.50	10,338.00
Preparation of Roadbed and Slopes	13.90	Miles	800.00	9,050.00
8-inch Corrugated Metal Pipe	1,400	Lin. Ft.	2.50	11,120.00
12-inch Corrugated Metal Pipe	1,600	Lin. Ft.	3.75	3,500.00
15-inch Corrugated Metal Pipe	530	Lin. Ft.	4.50	6,000.00
18-inch Corrugated Metal Pipe	670	Lin. Ft.	5.00	2,385.00
24-inch Corrugated Metal Pipe	170	Lin. Ft.	7.50	3,350.00
30-inch Corrugated Metal Pipe	290	Lin. Ft.	10.00	1,275.00
8-inch Perforated Metal Drain Pipe	2,130	Lin. Ft.	2.50	2,900.00
12-inch Perforated Metal Drain Pipe	110	Lin. Ft.	3.75	5,325.00
Special Backfill in Drains	290	Cu. Yds.	7.00	412.50
Concrete Inlets, Type "G"	42	Only	90.00	2,030.00
Concrete Inlets, Type "G-1"	4	Only	100.00	3,780.00
Concrete Curbs	180	Cu. Yds.	100.00	400.00
Metal Guard Rail	29,000	Lin. Ft.	2.75	18,000.00
Guide Posts, Type W-2	410	Only	6.00	79,750.00
Sand Subbase	84,000	Cu. Yds.	0.50	2,460.00
Sprinkling Earthwork Materials	340	M-Gal	3.00	42,000.00
Wood Sign Posts	All Required (65%)			1,020.00
Type "C" Signs in Place	704.1	Sq. Ft.	5.50	2,418.00
Type "E" Signs in Place	88.4	Sq. Ft.	6.00	3,872.55
Type "J" Signs in Place	76.6	Sq. Ft.	6.00	530.40
				<u>459.60</u>
				\$340,860.05

ALTERNATE "A" - ASPHALTIC STABILIZED BASE AND PAVING

Gravel in Base Stabilization	61,000	Tons	0.80	48,800.00
Asphaltic Stabilized Base	116,200	Tons	2.89	335,818.00
Asphalt in Stabilized Base	5,810	Tons	40.00	232,400.00
Sprinkling Base Materials	975	M-Gal	3.00	2,925.00
Asphaltic Concrete Mixture	33,500	Tons	3.50	117,250.00
Asphalt in Mixture	1,840	Tons	40.00	73,600.00
Extra for Approaches	60	Only	30.00	<u>1,800.00</u>
				\$812,593.00
				Subtotal Alternate "A"

ALTERNATE "B" - STONE BASE, PAVING AND OILING

Coarse Crushed Material in Base	113,300	Tons	\$ 3.55	\$ 402,215.00
1"-0 Material in Base	47,800	Tons	3.90	186,420.00
Sprinkling Base Materials	3,250	M-Gal	3.00	9,750.00
Preparation of Base	14.10	Miles	350.00	4,935.00
1"-0 Material in Binder Course	2,850	Cu. Yds.	6.00	17,100.00
Furnishing and Placing Aggregates	4,960	Cu. Yds.	6.00	29,760.00
RC-3 Asphalt	460	Tons	50.00	23,000.00
200-300 Asphalt	390	Tons	48.00	18,720.00
RS-2 Asphalt	110	Tons	50.00	5,500.00
Asphaltic Concrete Mixture	57,500	Tons	5.00	287,500.00
Asphalt in Mixture	3,160	Tons	40.00	126,400.00
Extra for Paving Approaches	50	Only	30.00	1,500.00

Subtotal Alternate "B" \$1,112,800.00

ROADWAY SUBTOTAL (Using Alternate "A") \$1,135,453.05

Seeding and Mulching	All Required	4,000.00
Sand Stabilization of Ditch Slopes	All Required	10,000.00
Flagging (57½% of Contractor's Cost)	All Required	200.00
Sign Revisions		1,000.00

Subtotal \$1,150,653.05
10% Engr. and Cont. 115,064.95

Total \$1,265,718.00

Length of Roadway 14.100 Miles
Cost of Roadway Per Mile \$89,767.23

Type Code 1002Traffic Signs (Sta. 299+00 to Sta. 370+00)

Removal of Existing Sign Installation	All Required		\$ 100.00
Single Post Butterfly Mast Arm Sign	1 Only	\$2,000.00	2,000.00
Furnish 8" HP 36# Steel Piling	73 Lin. Ft.	7.00	511.00
Drive Steel Piles	5 Only	85.00	425.00
Metal Sign Posts in Place	All Required		155.00
Wood Sign Posts in Place	All Required (35%)		1,302.00
Type "A" Signs in Place	421.0 Sq. Ft.	8.00	3,368.00
Type "C" and "D" Signs in Place	331.7 Sq. Ft.	5.50	1,824.35
Type "S" Signs in Place	31.2 Sq. Ft.	6.00	187.20
Type "J" Signs in Place	4.4 Sq. Ft.	6.00	26.40

Subtotal \$ 9,898.95
10% Engr. and Cont. 989.95

Total \$10,888.00

Oregon State Highway Department

-3-

Federal Aid
Project No. F-109(10)

Length of Sign Project 1.326 Miles
Cost of Project Per Mile \$8,211.16

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$1,265,718.00	\$772,000.00	\$493,718.00
Signing Only	<u>10,888.00</u>	<u>6,000.00</u>	<u>4,888.00</u>
	\$1,276,606.00	\$778,000.00	\$498,606.00

Oregon State Highway Department

Federal Aid
Project No. F-109(10)

DAVIS SLOUGH-BULLARDS BRIDGE SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 31, 1959

Time Code 6302

Roadway (Sta. 370+00 to Sta. 1117+29)

Clearing and Grubbing	All Required (60%)			\$ 12,000.00
Drainage Excavation, Unclassified	1,600 Cu. Yds.	\$ 3.00		4,800.00
General Excavation, Unclassified	253,200 Cu. Yds.	0.37		93,684.00
Short Overhaul	1,033,800 Yd. Sta.	0.01		10,338.00
Long Overhaul	18,100 C-yd Sta.	0.50		9,050.00
Preparation of Roadbed and Slopes	13.90 Miles	800.00		11,120.00
8-inch Corrugated Metal Pipe	1,400 Lin. Ft.	2.50		3,500.00
12-inch Corrugated Metal Pipe	1,600 Lin. Ft.	3.75		6,000.00
15-inch Corrugated Metal Pipe	530 Lin. Ft.	4.50		2,385.00
18-inch Corrugated Metal Pipe	670 Lin. Ft.	5.00		3,350.00
24-inch Corrugated Metal Pipe	170 Lin. Ft.	7.50		1,275.00
30-inch Corrugated Metal Pipe	290 Lin. Ft.	10.00		2,900.00
8-inch Perforated Metal Drain Pipe	2,130 Lin. Ft.	2.50		5,325.00
12-inch Perforated Metal Drain Pipe	110 Lin. Ft.	3.75		412.50
Special Backfill in Drains	290 Cu. Yds.	7.00		2,030.00
Concrete Inlets, Type "G"	42 Only	90.00		3,780.00
Concrete Inlets, Type "G-1"	4 Only	100.00		400.00
Concrete Curbs	360 Cu. Yds.	100.00		36,000.00
Metal Guard Rail	29,000 Lin. Ft.	2.75		79,750.00
Guide Posts, Type W-2	410 Only	6.00		2,460.00
Sand Subbase	84,000 Cu. Yds.	0.50		42,000.00
Sprinkling Earthwork Materials	340 M.-Gal	3.00		1,020.00
Wood Sign Posts	All Required (65%)			2,418.00
Type "C" Signs in Place	704.1 Sq. Ft.	5.50		3,872.55
Type "E" Signs in Place	88.4 Sq. Ft.	6.00		530.40
Type "J" Signs in Place	76.6 Sq. Ft.	6.00		459.60

234,860.05

722

ALTERNATE "A" - ASPHALTIC STABILIZED BASE AND PAVING

Gravel in Base Stabilization	61,000 Tons	0.80		48,800.00
Asphaltic Stabilized Base	116,200 Tons	2.89		335,818.00
Asphalt in Stabilized Base	5,810 Tons	40.00		232,400.00
Sprinkling Base Materials	975 M.-Gal	3.00		2,925.00
Asphaltic Concrete Mixture	33,500 Tons	3.50		117,250.00
Asphalt in Mixture	1,840 Tons	40.00		73,600.00
Extra for Approaches	60 Only	30.00		1,800.00

Subtotal Alternate "A"

\$812,593.00

Oregon State Highway Department

Federal Aid
Project No. F-109(10)

DAVIS SLOUGH-BULLARDS BRIDGE SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 31, 1959

Type Code 6202

Roadway (Sta. 370+00 to Sta. 1117+29)

Clearing and Grubbing	All Required (60%)		\$ 12,000.00
Drainage Excavation, Unclassified	1,600 Cu. Yds.	\$ 3.00	4,800.00
General Excavation, Unclassified	253,200 Cu. Yds.	0.37	93,684.00
Short Overhaul	1,033,800 Yd. Sta.	0.01	10,338.00
Long Overhaul	18,100 C-yd Sta.	0.50	9,050.00
Preparation of Roadbed and Slopes	13.90 Miles	800.00	11,120.00
8-inch Corrugated Metal Pipe	1,400 Lin. Ft.	2.50	3,500.00
12-inch Corrugated Metal Pipe	1,600 Lin. Ft.	3.75	6,000.00
15-inch Corrugated Metal Pipe	530 Lin. Ft.	4.50	2,385.00
18-inch Corrugated Metal Pipe	670 Lin. Ft.	5.00	3,350.00
24-inch Corrugated Metal Pipe	170 Lin. Ft.	7.50	1,275.00
30-inch Corrugated Metal Pipe	290 Lin. Ft.	10.00	2,900.00
8-inch Perforated Metal Drain Pipe	2,130 Lin. Ft.	2.50	5,325.00
12-inch Perforated Metal Drain Pipe	110 Lin. Ft.	3.75	412.50
Special Backfill in Drains	290 Cu. Yds.	7.00	2,030.00
Concrete Inlets, Type "G"	42 Only	90.00	3,780.00
Concrete Inlets, Type "G-1"	4 Only	100.00	400.00
Concrete Curbs	360 Cu. Yds.	100.00	36,000.00
Metal Guard Rail	29,000 Lin. Ft.	2.75	79,750.00
Guide Posts, Type W-2	410 Only	6.00	2,460.00
Sand Subbase	84,000 Cu. Yds.	0.50	42,000.00
Sprinkling Earthwork Materials	340 M.-Gal	3.00	1,020.00
Wood Sign Posts	All Required (65%)		2,418.00
Type "C" Signs in Place	704.1 Sq. Ft.	5.50	3,872.55
Type "E" Signs in Place	88.4 Sq. Ft.	6.00	530.40
Type "J" Signs in Place	76.6 Sq. Ft.	6.00	459.60
			<u>\$340,860.05</u>

ALTERNATE "A" - ASPHALTIC STABILIZED BASE AND PAVING

Gravel in Base Stabilization	61,000 Tons	0.80	48,800.00
Asphaltic Stabilized Base	116,200 Tons	2.89	335,818.00
Asphalt in Stabilized Base	5,810 Tons	40.00	232,400.00
Sprinkling Base Materials	975 M.-Gal	3.00	2,925.00
Asphaltic Concrete Mixture	33,500 Tons	3.50	117,250.00
Asphalt in Mixture	1,840 Tons	40.00	73,600.00
Extra for Approaches	60 Only	30.00	1,800.00

Subtotal Alternate "A" \$812,593.00

ALTERNATE "B" - STONE BASE, PAVING AND OILING

Coarse Crushed Material in Base	113,300	Tons	3.55	402,215.00
1"-0 Material in Base	47,800	Tons	3.90	186,420.00
Sprinkling Base Materials	3,250	M-Gal	3.00	9,750.00
Preparation of Base	14.10	Miles	350.00	4,935.00
1"-0 Material in Binder Course	2,850	Cu. Yds.	6.00	17,100.00
Furnishing and Placing Aggregates	4,960	Cu. Yds.	6.00	29,760.00
BC-3 Asphalt	400	Tons	50.00	23,000.00
200-300 Asphalt	390	Tons	48.00	18,720.00
RS-2 Asphalt	110	Tons	50.00	5,500.00
Asphaltic Concrete Mixture	57,500	Tons	5.00	287,500.00
Asphalt in Mixture	3,160	Tons	40.00	126,400.00
Extra for Paving Approaches	50	Only	30.00	1,500.00

Subtotal Alternate "B" \$1,112,800.00

ROADWAY SUBTOTAL (Using Alternate "A") \$1,155,453.05

Seeding and Mulching	All Required	4,000.00
Sand Stabilization of Ditch Slopes	All Required	10,000.00
Flagging (57% of Contractor's Cost)	All Required	200.00
Sign Revisions		1,000.00

Subtotal \$1,166,653.05
10% Engr. and Cont. 116,864.95

Total \$1,283,518.00

Length of Roadway 14.100 Miles
Cost of Roadway Per Mile \$91,031.13

Type Code X002Traffic Signs (Sta. 299+00 to Sta. 370+00)

Removal of Existing Sign Installation	All Required	\$ 100.00
Single Post Butterfly Mast Arm Sign	1 Only	2,000.00
Furnish 3" BP 36# Steel Piling	73 Lin. Ft.	511.00
Drive Steel Piles	5 Only	425.00
Metal Sign Posts in Place	All Required	155.00
Wood Sign Posts in Place	All Required (35%)	1,302.00
Type "A" Signs in Place	421.0 Sq. Ft.	3,368.00
Type "C" and "D" Signs in Place	331.7 Sq. Ft.	1,824.35
Type "E" Signs in Place	31.2 Sq. Ft.	187.20
Type "J" Signs in Place	4.4 Sq. Ft.	26.40

Subtotal \$ 9,898.95
10% Engr. and Cont. 989.95

Total \$10,888.00

Oregon State Highway Department

-3-

Federal Aid
Project No. F-109(10)

Length of Sign Project 1.326 Miles
Cost of Project Per Mile \$8,211.16

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$1,285,518.00 65,7	\$783,000.00 72,	\$502,518.00 493,718.00
Signing Only	<u>10,888.00</u>	<u>6,000.00</u>	<u>4,888.00</u>
	\$1,296,406.00 1,276,606.00	\$789,000.00 778,000.00	\$507,406.00 498,606.00

Oregon State Highway Department

Aerial Aid
Project No. F-109(10)

DAVIS SLOUGH-BULLARDS BRIDGE SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 29, 1959

Type Code 6202

Roadway (Sta. 370+00 to Sta. 1117+29)

Clearing and Grubbing	All Required (60%)		\$ 12,000.00
Drainage Excavation, Unclassified	1,600 cu. yds.	\$3.00	4,800.00
General Excavation, Unclassified	253,200 cu. yds.	0.37	93,684.00
Short Overhaul	1,033,800 yd. sta.	0.01	10,338.00
Long Overhaul	18,100 C-yd. sta.	0.50	9,050.00
Preparation of Roadbed and Slopes	13.90 miles	800.00	11,120.00
8-inch Corrugated Metal Pipe	1,400 lin. ft.	2.50	3,500.00
12-inch Corrugated Metal Pipe	1,600 lin. ft.	3.75	6,000.00
15-inch Corrugated Metal Pipe	530 lin. ft.	4.50	2,385.00
18-inch Corrugated Metal Pipe	670 lin. ft.	5.00	3,350.00
24-inch Corrugated Metal Pipe	170 lin. ft.	7.50	1,275.00
30-inch Corrugated Metal Pipe	290 lin. ft.	10.00	2,900.00
8-inch Perforated Metal Drain Pipe	2,130 lin. ft.	2.50	5,325.00
12-inch Perforated Metal Drain Pipe	110 lin. ft.	3.75	412.50
Special Backfill in Drains	290 cu. yds.	7.00	2,030.00
Concrete Inlets, Type "G"	42 only	90.00	3,780.00
Concrete Inlets, Type "C-1"	4 only	100.00	400.00
Concrete Curbs	360 cu. yds.	100.00	36,000.00
Metal Guard Rail	29,000 lin. ft.	2.75	79,750.00
Guide Posts, Type W-2	410 only	6.00	2,460.00
Sand Subbase	84,000 cu. yds.	0.50	42,000.00
Sprinkling Earthwork Materials	340 M-gal.	3.00	1,020.00
Wood Sign Posts	All Required (65%)		2,418.00
Type "C" Signs in Place	704.1 Sq. Ft.	5.50	3,872.55
Type "E" Signs in Place	88.4 sq. ft.	6.00	530.40
Type "J" Signs in Place	76.6 sq. ft.	6.00	459.60
			<u>\$340,861.05</u>

Alternate "A" - Asphaltic Stabilized Base and Paving

Gravel in Base Stabilization	61,000 tons	\$0.80	\$ 48,800.00
Asphaltic Stabilized Base	116,200 tons	2.89	335,818.00
Asphalt in Stabilized Base	5,810 tons	40.00	232,400.00
Sprinkling Base Materials	975 M-gal.	3.00	2,925.00
Asphaltic Concrete Mixture	33,500 tons	3.50	117,250.00
Asphalt in Mixture	1,840 tons	40.00	<u>73,600.00</u>

Subtotal Alternate "A" \$810,793.00

Alternate "B" - Stone Base, Paving and Oiling

Coarse Crushed Material in Base	113,300 tons	\$3.55	\$402,215.00
1" - 0 Material in Base	47,800 tons	3.90	186,420.00
Sprinkling Base Materials	3,250 M-gal.	3.00	9,750.00

Preparation of Base	14.10 miles	\$350.00	\$ 4,935.00
1" - 0 Material in Binder Course	2,850 cu. yds.	6.00	17,100.00
Furnishing and Placing Aggregates	4,960 cu. yds.	6.00	29,760.00
HC-3 Asphalt	460 tons	50.00	23,000.00
200-300 Asphalt	390 tons	48.00	18,720.00
RS-2 Asphalt	110 tons	50.00	5,500.00
Asphaltic Concrete Mixture	57,500 tons	5.00	287,500.00
Asphalt in Mixture	3,160 tons	40.00	126,400.00
Extra for Paving Approaches	45 only	30.00	1,350.00

Subtotal Alternate "B" \$1,112,650.00

Roadway Subtotal (Using Alternate "A") \$1,151,653.05

Seeding and Mulching	All Required	4,000.00
Sand Stabilization of Ditch Slopes	All Required	10,000.00
Flagging (57 1/2% of Contractor's Cost)	All Required	200.00
Sign Revisions		1,000.00

Subtotal \$1,166,853.05

10% Engr. & Cont. 116,682.95

Total \$1,283,536.00

Length of Roadway - - - - - 14.100 Miles
Cost of Roadway Per Mile - - - - \$91,031.13

Type Code Y002

Traffic Signs (Station 299+00 to Sta. 370+00)

Removal of Existing Sign Installation	All Required	\$	\$ 100.00
Single Post Butterfly Mast Arm Sign	1 only	2,000.00	2,000.00
Furnish 8" BP 36# Steel Piling	73 lin. ft.	7.00	511.00
Drive Steel Piles	5 only	85.00	425.00
Metal Sign Posts in Place	All Required		155.00
Wood Sign Posts in Place	All Required (35%)		1,302.00
Type "A" Signs in Place	421.0 sq. ft.	8.00	3,368.00
Type "C" and "D" Signs in Place	331.7 sq. ft.	5.50	1,824.35
Type "E" Signs in Place	31.2 sq. ft.	6.00	187.20
Type "J" Signs in Place	4.4 sq. ft.	6.00	26.40

Subtotal \$ 9,898.95

10% Engr. & Cont. 989.05

Total \$ 10,888.00

Length of Sign Project - - - - - 1.326 Miles
Cost of Project Per Mile - - - - \$8,211.16

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$1,283,536.00	\$783,000.00	\$500,536.00
Signing Only	10,888.00	6,000.00	4,888.00
	<u>\$1,294,424.00</u>	<u>\$789,000.00</u>	<u>\$505,424.00</u>

RECEIVED
APR 23 1962

James Cooper

April 2, 1962

FOR SLUICING
Davis Slough Bridge
Contract No. 5584

FINAL COST ANALYSIS
Grade, Pave and Slide Correction
Contractor: Central Paving Company
Resident Engineer: Bobby D. Johnson

Oregon Coast Highway
Prefix No. 6-1083
Project No. F-109(10)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**Clearing and Grubbing	100%	All	34,500.00		25,092.08	34,500.00
**Drainage Excavation	3,699.76	Cu. Yd.	3.00	2.57	9,500.78	11,099.28
**Emb. Foundation Excavation	23.70	Cu. Yd.	1.25	0.98	23.31	29.63
**General Excavation	411,647.4	Cu. Yd.	0.40	0.47	194,232.58	166,586.20
**Short Overhaul	969,540	Yd. Sta.	0.015	0.0122	11,846.95	14,543.10
**Long Overhaul	16,367	C-Yd. Sta.	0.30	0.24	3,922.00	4,910.10
**Preparation of Roadbed	13.90	Mile	1,000.00	736.67	10,239.75	13,900.00
** 8" Corr. Mtl. Pipe	1,260	Lin. Ft.	2.40	1.87	2,354.56	3,024.00
**12" Corr. Mtl. Pipe	1,270	Lin. Ft.	3.60	2.50	3,170.02	4,572.00
**15" Corr. Mtl. Pipe	465	Lin. Ft.	4.00	3.20	1,550.62	1,940.00
**18" Corr. Mtl. Pipe	597	Lin. Ft.	4.50	4.03	2,405.15	2,686.50
**24" Corr. Mtl. Pipe	713	Lin. Ft.	7.00	5.86	4,179.23	4,991.00
**30" Corr. Mtl. Pipe	238	Lin. Ft.	9.50	7.00	1,665.35	2,261.00
** 8" Perf. Mtl. Dr. Pipe	7,477	Lin. Ft.	2.00	1.53	11,428.80	14,954.00
**12" Perf. Mtl. Dr. Pipe	40	Lin. Ft.	3.00	4.51	180.21	120.00
**Special Backfill in Drains	776.36	Cu. Yd.	8.50	4.82	3,740.59	6,599.06
****Concrete Inlets, Type G	43	Each	96.00	96.00	4,128.00	4,128.00
****Concrete Inlets, Type G-1	4	Each	96.00	96.00	384.00	384.00
****Concrete Curbs	175.73	Cu. Yd.	58.00	58.00	10,192.34	10,192.34
***Metal Guard Rail	29,421	Lin. Ft.	2.38	2.38	70,021.98	70,021.98
***Guide Posts, Type W-2	410	Each	5.75	5.75	2,357.50	2,357.50
**Sand Subbase	76,325.5	Cu. Yd.	0.90	0.90	68,666.05	68,692.95
**Sprinkling Earthwork Mat'l	1,644.65	M-Gal.	4.50	3.04	5,006.98	7,400.93

Final Cost Analysis - Contract No. 5584
Davis Slough-Bullards Bridge Section

Page 2

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
***Removal of Exist. Install. Sign	100%	All	100.00		100.00	100.00
***Furn. 8"BP36# Steel Piling	73	Lin. Ft.	6.50	6.50	474.50	474.50
***Drive Steel Piles	4	Each	60.00	60.00	240.00	240.00
***Single Post Butterfly Mastarm Sign Structure	1	Only	2,335.00		2,335.00	2,335.00
***Metal Sign Posts	100%	All	255.00		255.00	255.00
***Wood Sign Posts	100%	All	2,840.00		2,840.00	2,840.00
***Type A Signs in Place	421	Sq. Ft.	7.95	7.95	3,346.95	3,346.95
***Type C & D Signs in Place	831	Sq. Ft.	4.75	4.75	3,947.25	3,947.25
***Type E Signs in Place	119.6	Sq. Ft.	4.60	4.60	550.16	550.16
***Type J Signs in Place	81	Sq. Ft.	7.70	7.70	623.70	623.70
**Gravel in Base	68,246.99	Ton	1.00	0.96	65,424.83	68,246.99
*Asphaltic Stabilized Base	114,173.04	Ton	2.10	2.36	269,271.82	239,763.38
*Asphalt in Stabilized Base	5,253.73	Ton	35.00	33.31	174,995.98	183,880.55
*Extra for Approaches	45	Each	25.00	22.18	998.18	1,125.00
**Sprinkling Base Mat'l	2,163.1	M-Gal.	2.00	1.68	3,633.99	4,326.20
*Asphaltic Concrete Mixture	30,519.57	Ton	2.25	2.52	76,888.03	68,669.03
*Asphalt in Mixture	1,613.21	Ton	35.00	33.45	53,970.00	56,462.35
**PA#1 36" Asb. Bonded CMP	60	Lin. Ft.	18.50	14.82	889.28	1,110.00
*PA#2 RS-1 Asphalt	26.3	Ton	55.00	46.18	1,214.49	1,446.50
*PA#3 Asph. Stab. Base Haul	8,764.54	Ton Mile	0.045	0.045	394.40	394.40
**PA#4 Purchase Excess Mat'l	100%	All	3,686.75		3,686.75	3,686.75
"Force Account					20,384.75	22,855.83
					<u>1,132,753.89</u>	<u>1,116,573.11</u>

Final Cost Analysis - Contract No. 5584
Davis Slough-Bullards Bridge Section

Page 3

	Gross Revenue	Total Cost	Profit	Loss	% Profit	Loss	% Loss
*Central Paving Company	574,597.04	601,804.40		27,207.36			4.7%
**Miller & Hutchins	440,179.69	429,153.11	11,026.58		2.5%		
***Vern Hoaglin	87,092.04	87,092.04					
****Sig Anderson	14,704.34	14,704.34					
	1,116,573.11	1,132,753.89	11,026.58	27,207.36		16,180.78	1.45%

Net Loss equals 1.45% of the Gross Revenue

DETAIL OF COST - Contract No. 5584

Central Paving Company

Labor:

Labor		\$ 109,765.73	
Labor Insurance		10,691.18	
Health, Welfare and Pension		<u>7,134.77</u>	\$ 127,591.68

Materials:

85-100 Asphalt in Mix	6,866.94 Ton @ \$24.00	164,806.56	
RS-1 Asphalt	26.30 Ton @ \$28.65	753.50	
Freight on Asphalt	6,893.24 Ton @ \$8.87	<u>47,356.56</u>	212,916.62

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned		114,012.37	
Equipment Rental, Hired Fully Operated		68,948.05	
Gas, Oil and Grease		22,621.87	
Heating Oil		22,263.74	
Bond		1,770.33	
P.U.C.		336.85	
P.L. and P.D. Insurance		1,372.07	
Move In, Freight and Cartage		2,566.95	
Small Tools and Miscellaneous Supplies		1,287.60	
Electricity for Power		8,878.36	
Amt.pd. Vern Hoaglin for Guard Rail, Guide Posts & Signing		87,092.04	
Amt.pd. Sig Anderson for Concrete Work		14,704.34	
Home Office and General Overhead		<u>17,237.91</u>	<u>363,092.48</u>

TOTAL COST

\$703,600.78

DETAIL OF COST - Contract No. 5584

Miller and Hutchins

Labor:

Supervision	\$ 7,678.51	
Labor	144,760.30	
Labor Insurance	16,356.68	
Health, Welfare and Pension	7,515.23	\$ 176,310.72

Materials:

8" Corr.Mtl.Pipe	3,323 Lin. Ft. @ \$1.13	3,754.99	
8" Perf.Mtl.Pipe	7,477 Lin. Ft. @ \$1.13	8,449.01	
8" Corr.Mtl.Bands	538 Each @ \$1.49	801.62	
12" Corr.Mtl.Pipe	1,270 Lin. Ft. @ \$1.94	2,463.80	
12" Perf.Mtl.Pipe	410 Lin. Ft. @ \$2.03	832.30	
12" Corr.Mtl.Bands	79 Lin. Ft. @ \$1.97	155.63	
15" Corr.Mtl.Pipe	485 Lin. Ft. @ \$2.42	1,173.70	
15" Corr.Mtl.Bands	22 Each @ \$2.42	53.24	
18" Corr.Mtl.Pipe	830 Lin. Ft. @ \$2.83	2,348.90	
18" Corr.Mtl.Bands	32 Each @ \$2.83	90.56	
24" Corr.Mtl.Pipe	730 Lin. Ft. @ \$4.41	3,219.30	
24" Corr.Mtl.Bands	35 Each @ \$4.41	154.35	
30" Corr.Mtl.Pipe	262 Lin. Ft. @ \$5.40	1,414.80	
30" Corr.Mtl.Bands	13 Each @ \$5.40	70.20	
36" Corr.Mtl.Asb.Bonded Pipe	60 Lin.Ft. @ \$11.09	665.40	
36" Corr.Mtl.Bands	3 Each @ \$11.09	33.27	25,681.07

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	163,248.03	
Equipment Rental, Hired Fully Operated	16,889.63	
Gas, Oil and Grease	22,542.73	
Bond	2,650.00	
P.U.C.	362.74	
P.L. and P.D. Insurance	1,905.49	
Small Tools and Miscellaneous Supplies	1,275.60	
Explosives	704.70	
Move In, Freight and Cartage	4,575.60	
Home Office and General Overhead	13,006.80	227,161.32

TOTAL COST **\$429,153.11**

Remarks - Contract No. 5584

This was a "Federal Aid Primary Project" calling for grading, paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County. The excavation consisted of .20 mile of mail highway and .47 mile of county road. The paving consisted of 14.10 miles of roadbed.

The contract was bid January 21, 1960, awarded January 28, 1960; work started March 23, 1960 and the project completed June 16, 1961.

Items #1 through 23 and #34 and #38 were subcontracted by Miller & Hutchins, grading contractors, who moved in two D-8 cats and dozers on March 23rd and started clearing the gravel deposit between Stations 1037 to 1049. It required approximately one week to perform this work. Clearing continued on the Seven Devils Road relocation which consisted of heavy clearing. Fair progress was made on the clearing and a fair profit was realized.

The subcontractor started stripping the gravel pit with three D-W21's, one TD-24 and one D-8 cat and dozer. After the stripping was completed a 1-1/2 cubic yard shovel and five hired 10-cubic yard dump trucks started excavating and hauling the material onto the roadbed. It was processed with one cat #12 blade, one rubber-tired roller and one water wagon. An additional five trains were hired to speed up production to get the roadway prepared for the paving operation. The subcontractor realized a small profit on his portion of the contract.

The contractor started moving in and setting up his portable 8000# batch paving plant at the gravel deposit located between Stations 1037 to 1049 on July 6, 1960. He also set up a screening plant adjacent to the paving plant to remove the oversized gravel which was conveyed into a special cone crusher. This crushed material was stockpiled and used in the wearing surface. The contractor started mixing and laying the stabilized base July 25, 1960 using one pioneer paver, one Cedar Rapid paver, four trucks and three rollers. Due to the damp material, production was lower than anticipated. The average production was less than 200 tons per hour which was low for this size of plant. As the material became drier and the haul longer, an additional eleven to fifteen trucks were used to haul the material and production increased to approximately 240 tons per hour.

The contractor moved in his portable 2-crusher crushing plant and started crushing material for the wearing surface March 27th, 1961 and completed this work May 12, 1961. The contractor suffered a loss on his portion of the contract due to high crushing costs.

The concrete work was done by Sig Anderson at bid prices and included concrete inlets and concrete curbs.

Remarks Cont'd - Contract No. 5584

Guard rail and guide posts and signing were subcontracted by Vern Hoaglin at bid prices. Good progress was made on these items.

The contractor had fair bid prices, good equipment, and fair supervision but suffered a loss due to the dampness of the stabilized base material and the difficulty in obtaining the material for the wearing surface. A large quantity of material was fed through the crusher to obtain the necessary quantities.

M. N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
MAR 22 1962

COMMISSIONERS
M. E. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERRY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 20, 1962

5584
Mr. Norman B. Robin
Attorney at Law
Oregon Bank Building
Portland 4, Oregon

Re: Davis Slough-Bullards Bridge
Section—Contract No. 5584
Claim of Central Paving Co.

Dear Mr. Robin:

Following our hearing on the above-entitled claim which was held in Salem on Monday, March 12, we have had occasion to review our former findings.

With respect to the extra compensation claimed under Price Agreement No. 2 for RS-1 tack coat, we must respectfully deny this claim in its entirety. We are of the opinion that the provisions of the Price Agreement fully covered any additional costs incurred by you by reason of cost differentials in oil pricing.

We must also deny your client's claim for additional compensation for expenses incurred by it in the production of the optional mix for Class "B" asphaltic concrete. The provisions of the contract provided that the mix could be produced from natural deposits in the vicinity but prescribed certain requirements as to gradations. Since the contractor was required to conform fully with the specified quality and size requirements, we are of the opinion that in making his bid all conditions which he later encountered should have been taken into account. His method of operation was of his own choosing and not prescribed in the contract.

The claim of your client on behalf of Miller and Hutchins, subcontractor, is also denied for the reason that there is a lack of any evidence to indicate that any work was performed by the subcontractor other than has been fully paid for under the terms of the contract.

This letter is not to be construed by you as limiting our right to deny your client's claims for any additional reasons not herein mentioned.

We are indeed sorry that it has been necessary that we deny this claim and if you have any further information or facts to submit to us, we will be glad to consider them.

Very truly yours,

L. I. LINDAS
Chief Counsel

By

J. ROBERT PATTERSON
Chief, Trial Section

CONSTRUCTION DIVISION
RECEIVED

MAR 21 1962

NOTED- ☐ ☒ ☐ ☐ ☐
Cc ACE ACE COE

JRP:ap

cc Mr. Fred B. Klaboe ✓
Mr. L. I. Lindas
Mr. Alan H. John

RECEIVED
FORM 1-12-58 100-1-57

FOR
COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 5, 1962

5584

Central Paving Company
P. O. Box 38
Independence, Oregon

Attention: Mr. Arthur B. Wood

Gentlemen:

Mr. Henry Miller of Miller and Hutchins, sub-contractors on your Davis Slough-Bullards Bridge Project, called today and established a new time of 1:30 P.M., March 12, 1962, for a discussion of claims on this project. The meeting will be held in the Construction Engineer's office at Salem.

We presume that you will attend and present all claims against this contract.

Very truly yours,

F. D. Morgan
Construction Engineer

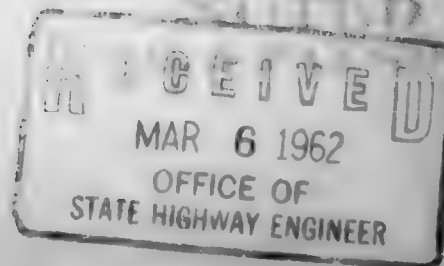
By

F. B. Klaboe
F. B. Klaboe

Assistant Construction Engineer

FBK:bjh

cc: G. S. Paxson ✓
R. L. Porter
Robert Patterson
Henry H. Miller



RECEIVED
MAR 6 1962

FORM E-302-00M-5-61-00000

5584

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 5, 1962

SUBJECT:

To: MEMO TO FILES

Henry Miller called again today and suggested March 12, 1962, at 1:30 P.M. as a new time for the claim meeting on the Davis Slough-Bullards Bridge Section. This time was checked with our people and is satisfactory. Miller notified. Also, a letter to Central Paving, the prime contractor, was sent confirming the date.

F. D. Morgan
Construction Engineer

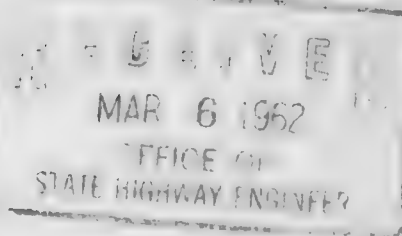
By

F. B. Klaboe
F. B. Klaboe

Assistant Construction Engineer

FBK:bjh

cc: L. I. Lindas
Attn: F. C. McKinney
Robert Patterson
R. L. Porter ✓
L. R. Chandler
G. W. Harra
Attn: O. A. White



NOTED
R. L. PORTER

RECEIVED
JAN 18 1962

FOR FILING

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington

5584



United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

January 17, 1962

Oregon State Highway Commission
Salem
Oregon

Mr. Floyd Query, Secretary

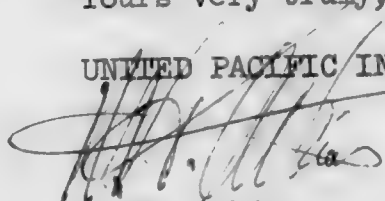
Dear Mr. Query: 60-61593, Central Paving
 Company, et al

Thank you very much for your letter of January 12 sending
us copy of Notice of Claim filed by Shell Oil Company.

We appreciate your courtesy in referring this to us. We
know of this situation, and of the arrangements that have been made
by Central to handle it. You may be assured that this will continue
to receive our further attention.

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY


W. T. Atkins
Claim Department

WTA:cb



NOTED
FLOYD QUERY

RECEIVED
JAN 17 1962

FOR FILING

F 100 (10)
5584

January 12, 1962

United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Washington

Travelers Indemnity Company
700 Main Street
Hartford 15, Connecticut

Attention: W. T. Atkins

Gentlemen:

Attached is a copy of a claim in the amount of \$200,000 which has been filed with the Secretary of State by the Shell Oil Company for petroleum products furnished to Central Paving Company. This appears to be in reference to the Central Paving Company's Contract No. 5564.

Paving-slide correction on the Davis Slough-Bullard Bridge Section Oregon State Coast Highway, Coos County, Oregon

We provide this information as your company appears as surety on the performance bond furnished on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

cc: Victor A. Risley Co.
Jewett, Barton, Leavy & Kern
Central Paving Company
M. K. McIver
Glenn L. Jackson
Forrest Cooper

NOTED ON CARD

dc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

January 10, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from E. M. Farra, Credit Manager, Shell Oil Company, Northwest Division, Shell Building, 1219 Westlake Avenue North, Seattle 11, Washington and filed as of this date, a notice of claim By Shell Oil Company for petroleum products furnished the Central Paving Company in the sum of \$200,000.00 against the bond taken from Central Paving Co., principal and the United Pacific Insurance Company, surety for the work of paving slide correction, Davis Slough-Bullard Bridge Section Oregon State Coast Highway, Coos County, Oregon. Oregon State Highway Contract No. 5584.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo Stephens*
Public Records Section

GS:FK

NOTE
FLOYD QUERY



SHELL OIL COMPANY

NORTHWEST DIVISION
SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE 11, WASHINGTON
January 10, 1962

Subject: Central Paving Company
Box 38, Independence, Oregon
OSHC 5584 - \$200,000.00

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Secretary of State
State of Oregon
Salem, Oregon

Gentlemen:

Please refer to our letter dated January 4, 1962, and mailed to your office January 8, 1962, certified mail, return receipt requested, above subject.

In the afternoon of January 8, 1962, after our letter was posted, we received a telephone call from Mr. Arthur Woods, president of Central Paving Company, requesting our cooperation in withholding formal filing pending finalization of certain developments in connection with his company. This we agreed to do. As our filing had already gone forward, we called Mr. Query, Secretary of the Oregon State Highway Commission, and requested that he arrange to withhold formal filing until further advised.

Through medium of this letter we are now giving notice to proceed at once with the formal filing of our claim on Central Paving Company's Contract #5584 with the Oregon State Highway Commission, so that Shell Oil Company will be fully protected in lien rights on Job #5584 officially accepted by the State of Oregon on July 28, 1961.

Official confirmation that Shell's claim has been filed as of record shall be appreciated.

Yours very truly,

E. M. Farra
Division Credit Manager

EMF:KH

cc-Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

COPIED
10/10/62



SHELL OIL COMPANY

NORTHWEST DIVISION

SHELL BUILDING

1219 WESTLAKE AVE. NORTH

SEATTLE 11, WASHINGTON

January 4, 1962

Subject: Central Paving Company
Box 38
Independence, Oregon
OSHC 5584 - \$200,000.00

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

~~Secretary of State
State of Oregon
Salem, Oregon~~

Gentlemen:

In connection with Oregon revised statutes relating to public contracts governing the filing of claims, labor, materials, and supplies furnished, we attach our claim against Central Paving Company in the amount of \$200,000.00. Petroleum supplies were furnished to this company in connection with the prosecution of work on OSHC 5584, Davis Slough - Bullards Bridge, Coos County, Oregon, for paving-slide correction.

An acknowledgement that this claim has been received and filed against the job would be appreciated. For your convenience in sending this to us, a Business Reply Envelope is enclosed.

Yours very truly,


E. M. Farra
Credit Manager

CFB:se

Enclosure

cc: Oregon State Highway Commission
Salem, Oregon

United Pacific Insurance Company
Fidelity and Surety Department
Medical Arts Building
Tacoma 1, Washington

Central Paving Company
Box 38
Independence, Oregon



#3905

NOTICE OF CLAIM

Secretary of State

Salem

Oregon

CONTRACT NO. OSHC 5584

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of Two Hundred Thousand and no/100 (\$ 200,000.00) Dollars against the bond taken from Central Paving Company, as principal, and United Pacific Insurance Company, as surety for the work of Paving slide correction, Davis Slough - Bullard Bridge Section Oregon Coast Highway, Coos County, Oregon.

Said claim is for petroleum products furnished Central Paving Company in the construction of said above described job.

In event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of Twenty Thousand and no/100 (\$20,000.00) Dollars, as attorney's fees and costs.

Dated this 4th day of January, 19 62.

File #3905
FILED

JAN 10 1962

HOWELL APPLING, JR.
) SECRETARY OF STATE

STATE OF WASHINGTON
COUNTY OF KING

SHELL OIL COMPANY

By E. M. Farra

E. M. Farra

Division Credit Manager

E. M. Farra, being sworn upon oath deposes and says: that the above statement and claim is just, true and correct; that the material therein charged was actually furnished as therein stated and that no part of the same has been paid, and the material therein charged was for the benefit of said principal and surety and Oregon State Highway Commission.

E. M. Farra, Division Credit Manager

Subscribed and sworn to before me this 4th day of January, 19 62.

L. W. Taylor
Notary Public State of Oregon

CR-74 (11/60)
cc-Oregon State Highway Commission
United Pacific Insurance Co.
Central Paving Co.

RECEIVED
JAN 10 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTICE OF CLAIM

~~Secretary of State~~

~~Salem~~

~~Oregon~~

CONTRACT NO. OSHC 5584

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of Two Hundred Thousand and no/100

Dollars against the bond taken from Central Paving Company (\$ 100,000.00)

and United Pacific Insurance Company, as principal,
the work of Paving slide correction, Davis Slough - Bullard Bridge Section Oregon Coast Highway, Coos County, Oregon.

Said claim is for petroleum products furnished Central Paving Company in the construction of said above described job.

In event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of Twenty Thousand and no/100 (\$ 20,000.00) Dollars, as attorney's fees and costs.

Dated this 4th day of January, 19 62.

SHELL OIL COMPANY

By E. M. Farra

E. M. Farra Division Credit Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

E. M. Farra, being sworn upon oath deposes and says: that the above statement and claim is just, true and correct; that the material therein charged was actually furnished as therein stated and that no part of the same has been paid, and the material therein charged was for the benefit of said principal and surety and Oregon State Highway Commission.

E. M. Farra, Division Credit Manager
Subscribed and sworn to before me this 4th day of January, 19 62.

L. W. Taylor
Notary Public State of Washington

CR-74 (11/60)

cc-Oregon State Highway Commission
United Pacific Insurance Co.
Central Paving Co.

RECEIVED
JAN 12 1962

FOR FILING

5544

January 11, 1962

Shell Oil Company
1219 West Lake Avenue North
Seattle 11, Washington

Attention: Mr. Farra

Gentlemen:

This is to confirm our telephone conversation concerning filing Shell Oil's claim with the Oregon Secretary of State. His office has advised us that your claim in the amount of \$200,000 against Central Paving Company on Contract No. 5584, has been received in his office and has been filed under File No. 3905. The dating will probably be January 11, 1962.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:hl

RECEIVED
JAN 10 1962

FORM 8-50X-50M-6-51-10000
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 8, 1962

file

To:

MEMO TO THE FILES

SUBJECT: Claim for Extra Costs
Price Agreement No. 2
(Furnish and Place RS-1)
Davis Slough-Bullards Bridge Section
Oregon Coast Highway
Contract No. 5584

Due to the fact that the base course of the AC was used by traffic during a winter, it was deemed necessary to apply a "fog coat" of RS-1 to the base immediately ahead of the top lift. The contractor was asked to quote a price and gave a price of \$55, which is about \$10 a ton more than the average bid price for this item.

The contractor claims that he was requested to apply this material by hand, but no confirmation or denial of this claim is available. It appears that a general agreement between the engineer and the contractor after some trial and error that the most expedient method of application was to hand spray a few hundred feet at a time, just enough to allow the RS-1 to "break" slightly before placing the top lift. At any rate, he ordered the RS-1 in barrels, and the charge was made for materials at the rate of \$49.80 from Shell Oil Company and \$53.40 from American Bitumuls. Added to this was a charge of \$27.80 per ton freight, so it is readily evident that the contractor did not consider the barrel charge when he quoted his price.

The reason for the high cost is that the RS-1 cannot be cleaned from a barrel within any reasonable cost limit, so the barrels are not returnable. This has been the policy of the suppliers for a number of years, and should have been known to Mr. Page. The question then becomes: Did Mr. Page figure to haul the RS-1 in bulk and then change his mind, or did he just forget the extra barreling charge on this material? Either way, the mistake was his and it is recommended that the claim be denied.

CHB:fp

cc R. L. Porter ✓
L. H. Young

F. D. Morgan
Construction Engineer

By

C. H. Baker

C. H. Baker
Ass't. Field Construction Engineer

NOTED
R. L. PORTER

RECEIVED
DEC 2 - 1971

FOR FILING

F-109(10)
5584

January 8, 1962

Mr. George Lindahl, Secretary
Central Paving Company
P. O. Box 38
Independence, Oregon

Dear Sir:

On December 22, 1961, we answered your request for an early meeting to discuss claims on the Davis Slough-Bullards Bridge Section by establishing a date of 1 P.M. January 11, 1962. At your request, I sent a copy of the letter to your subcontractor, Miller and Hutchins.

Mr. Miller has called me and requested that the meeting be postponed until February 8, 1962. This is satisfactory with us and we will cancel the January 11 meeting date and set up a new one for 1 P.M. February 8 to be held in the Construction Engineer's office at Salem.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant Construction Engineer

FBK:fp

cc Mr. Henry Miller, Pres.
Miller & Hutchins
100 Grant Smith Road
Roseburg, Oregon

R. D. Porter
L. I. Lindsay Attn: Frank McKinney
L. R. Chandler

K
M B 8

9-8-5-B-1

December 22, 1961

Mr. George Lindahl, Secretary
Central Paving Company
P. O. Box 38
Independence, Oregon

Dear Sir:

Your letter of December 18, 1961 concerning a claim on Contract No. 3584, Davis Slough-Bullards Bridge Section of US101 has been referred to this office. An early conference was requested to discuss the matter.

If satisfactory to you, we will meet with you and your people at 1 P.M. January 11, 1962. The meeting will be held in the Construction Department offices here in Salem.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

F. B. Klaboe
Assistant Construction Engineer

FBK:fp

cc Mr. Henry Miller, Pres.
Miller & Hutchins
100 Great Smith Road
Roseburg, Oregon

R. L. Porter
L. I. Linds Attn: Frank McKinney
L. R. Chandler

K B D /
CO m/s

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

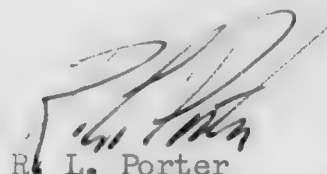
Salem, Oregon
December 20, 1961

SUBJECT: Contract No. 5584

To: Mr. Frank Morgan
Construction Engineer

Enclosed herewith is a notice of claim from Central Paving Company, prime contractors, and Miller & Hutchins, sub-contractors, relative to work on Contract No. 5584.

Will you please handle this matter, set up the conference that is requested and advise me of your decision.



R. L. Porter
Assistant Highway Engineer

RLP:ajw

Enc.

CONSTRUCTION DIVISION
RECEIVED

DEC 21 1961

NOTED ☒ ☐ ☐ ☐ ☐
CLERK FILED COL



... CENTRAL PAVING COMPANY



PLANTS: SALEM • DALLAS • INDEPENDENCE • • • • MAILING ADDRESS: P. O. BOX 38 INDEPENDENCE, OREGON

December 18, 1961

REFERRED TO
State Hwy Engr.
BY SECRETARY

TELEPHONE:
SALEM: EMPIRE 3-5468
DALLAS: MAYFAIR 3-4141
INDEPENDENCE: 231

Oregon State Highway Department
Highway Building
Salem, Oregon

Re: Contract No. 5584

Gentlemen:

Herewith find claim letter of our sub-contractor, Miller & Hutchins, Contractors, Inc. This claim is being sent to you for allowances in accordance with your Standard Specifications. We join with our sub-contractor in this claim.

Note that a conference is requested at your earliest convenience and we trust you will oblige.

Very truly yours,

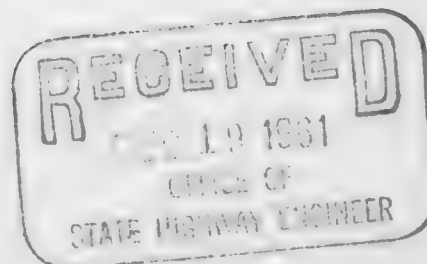
Central Paving Co.,

George A. Lindahl
George A. Lindahl, Secretary

Encl: 1

cc: Miller & Hutchins, Contractors, Inc.

REFERRED TO
Ponter



Miller & Hutchins, Contractors, Inc.

100 GRANT SMITH ROAD
ROSEBURG, OREGON
PHONE OR 2-3376

Selmar A. Hutchins

December 16, 1961

Henry H. Miller

RECEIVED
DEC 18 1961

Central Paving Co.
Post Office Box 38
Independence, Oregon

CENTRAL PAVING CO.

Subject: O. S. H. D. Contract No. 5584

Gentlemen:

Errors and omissions are contained in the Final Estimate as it relates to the excavation and slide correction of the noted contract. As subcontractors on the subject job, we request that you forward this claim for additional compensation to the Commission. We understand that the Final Estimate was mailed on September 22, 1961. This claim should, therefore, be presented within 90 days of that date or by December 20, 1961.

A claim for additional compensation for approximately 245,826 cubic yards of excavation was previously made. The State Highway Department authorized payment of an additional 81,629.6 cubic yards of general excavation under the contract price of 40 cents per cubic yard. This additional payment was made under estimates for the months of March and April, 1961. This allowance was but a partial recognition of our request for additional compensation. It did not compensate us for the total yardage involved and the rate of payment was improperly limited to the general excavation unit price of 40 cents. We did not accept this allowance as payment in full of our previous demand.

We contend that additional compensation should be made to us on the basis of \$1.25 per cubic yard for embankment foundation excavation for the additional 245,826 cubic yards less the sum of 40 cents paid on 81,629.6 cubic yards. This obviously is subject to revision upward or downward if the computed quantities are not proper.

This claim has been previously discussed and explained to the representatives of the Highway Department. It is primarily based upon our contention that we were directed to excavate the old embankment to a considerable width throughout the length of the embankment and to laminate and stabilize the old embankment with new materials hauled in. It is our position that this does not constitute general excavation

Central Paving Co.

- 2 -

December 16, 1961

under either the Standard Specifications (2.4.4) or the Special Provisions and as shown on Sheet 2C of the plans, but rather should be paid as embankment foundation excavation. Payment is not limited by 2.4.3 Standard Specifications. This is made clear by the Special Conditions.

In the event payment cannot be made under this category, then we contend that we are surely entitled to payment under Section 9, par. 1.9.5 and 1.9.6. of the Standard Specifications on the basis of an equitable adjustment. Work as we were required to perform it was not contemplated by the contract and the contract documents and plans. It was all performed under the express directions of the Engineer.

The contract gives the State the right to direct the work. This, however, does not give the State the right to direct a manner and method of performance beyond the contemplation of the contract without additional compensation being allowed. The manner and method in which the State directed the work to be performed determines the rate of compensation.

Requests were made at the time to the engineers that they keep a record of the quantities of these materials. The answers received were neither satisfactory or appropriate.

We questioned the engineers on their quantities on several occasions and were advised that when the IBM notes were completed the quantities would be computed and we would be paid thereon. It was later discovered that no record was kept of this excavation.

The costs of doing the work as directed were materially increased. The manner and method of doing the work was materially changed.

We would request that the Highway Department afford us an opportunity to be heard in conference so that we may more adequately and specifically present this claim. We feel strong about this claim and intend to utilize all available proceedings to effect collection from the State through you as General Contractor.

Very truly yours,

MILLER & HUTCHINS, CONTRACTORS, INC.

By *Henry H. Miller* President

9-8-5-B-1

LONG, NEUNER & DOLE
LAWYERS

J. V. LONG
GEORGE W. NEUNER
DONALD A. DOLE
ELDON F. CALEY

810 S. E. DOUGLAS AVENUE
ROSEBURG, OREGON

MAILING ADDRESS
P. O. BOX 1205
ORCHARD 3-5541

October 24, 1961

Mr. F. B. Klaboe
Field Construction Engineer
State Highway Department
Salem, Oregon

Re: Davis Slough-Bullards Bridge Section,
Contract No. 5584

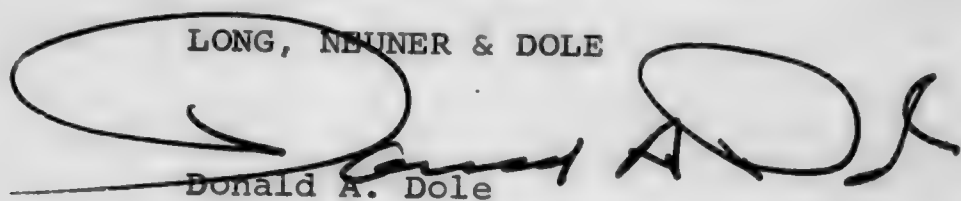
Dear Mr. Klaboe:

Thank you very much for your letter of October 12, 1961, returning to me the typical sections and portfolio of earthwork computations which we had delivered to you.

On Sunday, October 14, 1961, I discussed the matter quite extensively with R. H. Gee who made the computations, pointing out some of the things that you had indicated to me. Mr. Gee took the computations and typical sections with him, assuring me that he would check them all over and would be available to meet with you sometime after the first of November at your convenience. We would appreciate if you could schedule a time, preferably either at the end of the week or at the first of the week when Mr. Gee and the writer could meet with you in Salem.

Very truly yours,

LONG, NEUNER & DOLE


Donald A. Dole

DAD:mh

cc: Frank McKinney
Office Attorney
State Highway Department
Salem, Oregon

FILED 10

Klaboe

J

RECEIVED
JAN 10 1962

COMMISSIONERS
FOR FILING
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 5, 1962

file

5584

Central Paving Company
P. O. Box 38
Independence, Oregon

Attention: Mr. Emerson B. Page

Gentlemen:

Claim for RS-1 Asphalt
Davis Slough-Bullards Bridge
Oregon Coast Highway
Contract No. 5584

Your claim for extra compensation for the RS-1 tack coat placed under Price Agreement No. 2 has been thoroughly investigated by this office. We must deny this claim in its entirety.

The oil companies have had a pricing practice of making additional charges for oil shipped in barrels for many years. We feel that this fact is well known to you and that the price quoted by you for the Price Agreement is binding.

Very truly yours,

Forrest Cooper
State Highway Engineer

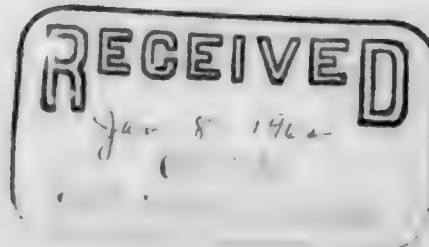
By

F. B. Klaboe
F. B. Klaboe

Assistant Construction Engineer

CHB:fp

cc R. L. Porter ✓
L. H. Young
L. R. Chandler



NOTED
R. L. PORTER

RECEIVED
DEC 29 1961

FOR FILING

5584

Salem, Oregon
December 29, 1961

Release of payments
Contract 5584

C. H. Maison
Auditor

Attention: Mr. John Herr

We have received word from Mr. W. T. Atkins, of United Pacific Insurance Company, that payments withheld can now be released on Contract No. 5584, awarded to Central Paving Company.

According to information we have there are two payments ready to go -- one in the amount of \$3,600.39 and the other final payment in the amount of \$32,768.10. Also, we have a record of a post final payment which is being processed in the amount of \$1,927.24. These payments should be mailed to the contractor in care of the First National Bank of Independence, attention Mr. Ira Mix.

This is to confirm our telephone conversation of yesterday.

Floyd Query, Secretary

FJ:jmc

cc: Mr. W. T. Atkins
United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

RECEIVED
DEC 29 1961

FOR FILING

5584

December 29, 1961

Central Paving Company
P. O. Box 38
Independence, Oregon

Attention: Mr. A. B. Woods
President

Dear Mr. Woods:

To confirm our telephone conversation of yesterday afternoon, payments on Contract No. 5584 are being released to Central Paving Company in care of the First National Bank of Independence, attention Mr. Ira Mix.

Payments now ready for release are for \$3,600.39 and a final for \$32,768.10. A post final payment is in process in the amount of \$1,927.24.

This contract was accepted by the Highway Commission on July 28, 1961. Under Oregon law claims for labor, supplies and materials used in the contract must be filed with the Secretary of State within six months after the date of acceptance. For your information, we have attached an excerpt from the Oregon laws outlining the filing of claims.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

Encl.

RECEIVED
JAN 2 1962

FOR FILING

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington
5544



United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

D Cook

December 28, 1961

Oregon State Highway Commission
Salem
Oregon

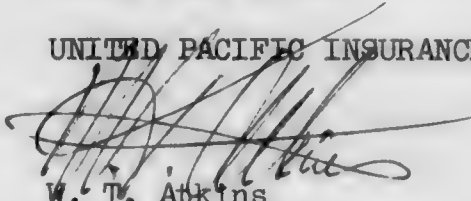
Mr. Floyd Query, Secretary

Dear Mr. Query: File OB 60-61593
 Central Paving Company
 (Contract No. 5584, Davis
 Slough-Bullard's Bridge
 Section of Oregon Coast Highway)

This will confirm our oral authorization to you of December 28 to release the final moneys due Central Paving Company on this contract under the terms of our letter of August 15, i.e., that the check or checks be mailed to Central in care of the First National Bank of Independence, Independence, Oregon to the attention of Mr. Ira Mix, President.

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY


W. T. Atkins
Claim Department

WTA:cb

NOTED ON CARD





NOTED
FLOYD QUERY

RECEIVED
DEC 21 1961

FOR FILING

F-151(10)
5584

December 21, 1961

The Travelers Indemnity Co.,
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

A post-final payment in the amount of \$1,927.24 will be made to Central Paving Co., on contract #5584 for paving-slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County, when we receive orders from the surety companies to release the payment, as a letter stated from the United Pacific Insurance Co., of August 25, 1961.

The total amount paid the contractor in connection with this contract will be \$1,116,573.11, including the post-final payment. Of the total, \$22,855.83 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Travelers Indemnity Co.,
Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland, Oregon

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

Letter to: United Pacific Insurance Co.

RECEIVED
DEC 21 1961

FOR FILING

5584

December 21, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

A post-final payment in the amount of \$1,927.24 will be made to Central Paving Co., on contract #5584 for paving-slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County, when we receive orders from you to release the payment, as your letter of August 25, 1961, stated.

The total amount paid the contractor in connection with this contract will be \$1,116,573.11, including the post-final payment. Of the total, \$22,855.83 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

Letter to: The Travelers Indemnity Co.

RECEIVED
DEC 26 1961

FOR FILING

F-109(10)
5584

Salem, Oregon
December 20, 1961

Contract No. 5584

Mr. Frank Morgan
Construction Engineer

Enclosed herewith is a notice of claim from Central Paving Company, prime contractors, and Miller & Hutchins, sub-contractors, relative to work on Contract No. 5584.

Will you please handle this matter, set up the conference that is requested and advise me of your decision.

Signed by R. L. Porter

R. L. Porter
Assistant Highway Engineer

RLP:ajw

Enc.

cc Forrest Cooper

... CENTRAL PAVING COMPANY



PLANTS SALEM • DALLAS • INDEPENDENCE • • • • • MAILING ADDRESS P O BOX 38 INDEPENDENCE, OREGON

December 18, 1961

TELEPHONE
SALEM: EMPIRE 3-5466
DALLAS: MAYFAIR 3-4141
INDEPENDENCE: 231

State Hwy Engr.

Oregon State Highway Department
Highway Building
Salem, Oregon

Re: Contract No. 5584

Gentlemen:

Herewith find claim letter of our sub-contractor, Miller & Hutchins, Contractors, Inc. This claim is being sent to you for allowances in accordance with your Standard Specifications. We join with our sub-contractor in this claim.

Note that a conference is requested at your earliest convenience and we trust you will oblige.

Very truly yours,

Central Paving Co.,

George A. Lindahl, Secretary

Encl: 1

cc: Miller & Hutchins, Contractors, Inc.

Ponter

Miller & Hutchins, Contractors, Inc.

100 GRANT SMITH ROAD
ROSEBURG, OREGON
PHONE OR 2-5771

Salmar A. Hutchins

December 16, 1961

Henry M. Miller

Central Paving Co.
Post Office Box 38
Independence, Oregon

Subject: O. S. H. D. Contract No. 5584

Gentlemen:

Errors and omissions are contained in the Final Estimate as it relates to the excavation and slide correction of the noted contract. As subcontractors on the subject job, we request that you forward this claim for additional compensation to the Commission. We understand that the Final Estimate was mailed on September 22, 1961. This claim should, therefore, be presented within 90 days of that date or by December 20, 1961.

A claim for additional compensation for approximately 245,826 cubic yards of excavation was previously made. The State Highway Department authorized payment of an additional 81,629.6 cubic yards of general excavation under the contract price of 40 cents per cubic yard. This additional payment was made under estimates for the months of March and April, 1961. This allowance was but a partial recognition of our request for additional compensation. It did not compensate us for the total yardage involved and the rate of payment was improperly limited to the general excavation unit price of 40 cents. We did not accept this allowance as payment in full of our previous demand.

We contend that additional compensation should be made to us on the basis of \$1.25 per cubic yard for embankment foundation excavation for the additional 245,826 cubic yards less the sum of 40 cents paid on 81,629.6 cubic yards. This obviously is subject to revision upward or downward if the computed quantities are not proper.

This claim has been previously discussed and explained to the representatives of the Highway Department. It is primarily based upon our contention that we were directed to excavate the old embankment to a considerable width throughout the length of the embankment and to laminate and stabilize the old embankment with new materials hauled in. It is our position that this does not constitute general excavation

Central Paving Co.

- 2 -

December 16, 1961

under either the Standard Specifications (2.4.4) or the Special Provisions and as shown on Sheet 2C of the plans, but rather should be paid as embankment foundation excavation. Payment is not limited by 2.4.3 Standard Specifications. This is made clear by the Special Conditions.

In the event payment cannot be made under this category, then we contend that we are surely entitled to payment under Section 9, par. 1.9.5 and 1.9.6. of the Standard Specifications on the basis of an equitable adjustment. Work as we were required to perform it was not contemplated by the contract and the contract documents and plans. It was all performed under the express directions of the Engineer.

The contract gives the State the right to direct the work. This, however, does not give the State the right to direct a manner and method of performance beyond the contemplation of the contract without additional compensation being allowed. The manner and method in which the State directed the work to be performed determines the rate of compensation.

Requests were made at the time to the engineers that they keep a record of the quantities of these materials. The answers received were neither satisfactory or appropriate.

We questioned the engineers on their quantities on several occasions and were advised that when the IBM notes were completed the quantities would be computed and we would be paid thereon. It was later discovered that no record was kept of this excavation.

The costs of doing the work as directed were materially increased. The manner and method of doing the work was materially changed.

We would request that the Highway Department afford us an opportunity to be heard in conference so that we may more adequately and specifically present this claim. We feel strong about this claim and intend to utilize all available proceedings to effect collection from the State through you as General Contractor.

Very truly yours,

MILLER & HUTCHINS, CONTRACTORS, INC.

By

RECEIVED
DEC 15 1961

FOR FILING

4544

December 14, 1961

Richfield Oil Corporation
5329 N. E. Union Avenue
Portland 2, Oregon

Attention: Mr. R. C. Macomber

Gentlemen:

As requested in your letter of December 6, we are giving you the status of the following State Highway Contracts:

No. 5584 with Central Paving Company, Independence, for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County. The sureties are United Pacific Insurance Co. and The Travelers Indemnity Co., through their agents, Victor S. Risley Co. and Jewett, Barton, Leavy & Kern, Portland. The contract was completed June 16 and accepted by the State Highway Commission July 28, 1961. Retainage is \$32,768.10.

No. 5784 with Miller & Hutchins, Contractors, Inc., Roseburg, for grading the Powers Jct.-Sugarloaf Mt. Section of the Coos Bay-Roseburg Highway in Coos County. The surety is The Travelers Indemnity Company, through the agent, Jewett, Barton, Leavy & Kern, Portland. The contract was completed October 9, 1961, but has not yet been accepted by the State Highway Commission. Retainage is \$12,863.71.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

cc

RICHFIELD OIL CORPORATION

5329 N. EAST UNION AVENUE • PORTLAND 2, OREGON

December 6, 1961

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Dear Mr. Query:

We understand that the State Highway Contract #5584, of which Central Paving Company is the prime contractor, and State Highway Contract #5784, of which Miller & Hutchins is the prime contractor, have been completed. We are interested in knowing the dates of completion and of acceptance by the State of these particular jobs.

In addition, would you please advise us if full payment has been made in connection with these jobs and, if not, what funds are retained by you at the present time. In this connection, would you also inform us as to the name and address of the bonding company handling the performance bonds on both jobs.

Thank you.

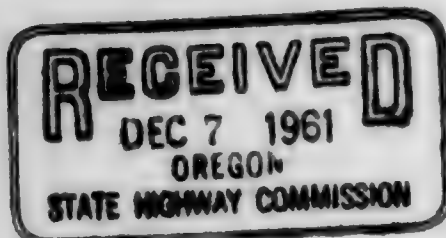
Very truly yours,

R. C. Macomber

R. C. MACOMBER
District Credit Rep.

RCM:bm

Cec,
please reply
76



5584 -	6-16-61	7-28-61
5784 -	10-9-61	Not yet

5584 - \$32,768.10 being
held, waiting for
Surety to release

5784 - Retainage \$12,863.71

RECEIVED
DEC 15 1961

FOR FILING

5544

December 14, 1961

Shell Oil Company
Northwest Division
1219 Westlake Avenue North
Seattle 11, Wn.

Attention: Mr. C. F. Barnes
Credit Department

Gentlemen:

This is to acknowledge receipt of your letter of December 7 concerning Central Paving Co. Contract #5584 for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

This contract was completed June 16, 1961, and accepted by the Oregon State Highway Commission July 28, 1961.

We are attaching excerpts from the Oregon Revised Statutes relating to the filing of claims on public contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp



SHELL OIL COMPANY

NORTHWEST DIVISION

SHELL BUILDING

1219 WESTLAKE AVE. NORTH

SEATTLE 11, WASHINGTON

December 7, 1961

Subject: Central Paving Company (Inc.)
P. O. Box 38
Independence, Oregon
OSHC 5584

Oregon State Highway Commission
Salem
Oregon

Attention Mr. C. W. Head, Assistant Secretary

Gentlemen:

According to information we have, the work on Oregon State Highway Contract No. 5584 was 100% completed as of June 16, 1961. Information we received subsequently was that the work was officially accepted July 28, 1961 although we have no written confirmation of this information in our file.

It is our understanding that creditors in filing claims for supplies furnished on bonded jobs are required to do so within six months from the date of official acceptance. We should appreciate it very much if you would confirm our understanding of this, and also confirm the date of official acceptance.

For your convenience in sending us your reply an addressed envelope is enclosed.

Yours very truly,

C. F. Barnes
Credit Department

CFB:dvm

Enc.

Also please advise last date for filing claim.

NOTED
C. W. HEAD

RECEIVED
DEC 8 1961

FOR FILING

F-109(10)
5544

December 8, 1961

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that the installation of horizontal drains on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway Contract No. 5524, Project No. F-109(10) in Coos County, was completed July 28, 1961.

This work was authorized by Order for State Force Work No. 2 dated August 16, 1960 with supplements dated March 6, 1961, April 25, 1961 and July 17, 1961.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

By

L. H. Young
Office Engineer

DBP:lt

cc: J. W. Nash

RECEIVED
NOV 29 1961

FOR FILING

F-109(-)
5584

Salem, Oregon
November 28, 1961

Mr. I. A. De France
Maintenance Engineer

Reference is made to your letter of November 24 in regard to placing advance warning signs at the approaches to the Bullards Bridge near Bandon on Highway 101.

Kindly notify Mr. Widdows that the proposed signing is approved and he should submit an order for the work and proceed with its installation.

P. M. Stephenson
Assistant State Highway Engineer

FMS:er

cc Mr. W. O. Widdows

To Coos Bay

Sta 1106+00

County Road

N10

N05

Coos B24

P 24" Narrow Bridge Omit

P 24" Draw E
Remove
42" Draw

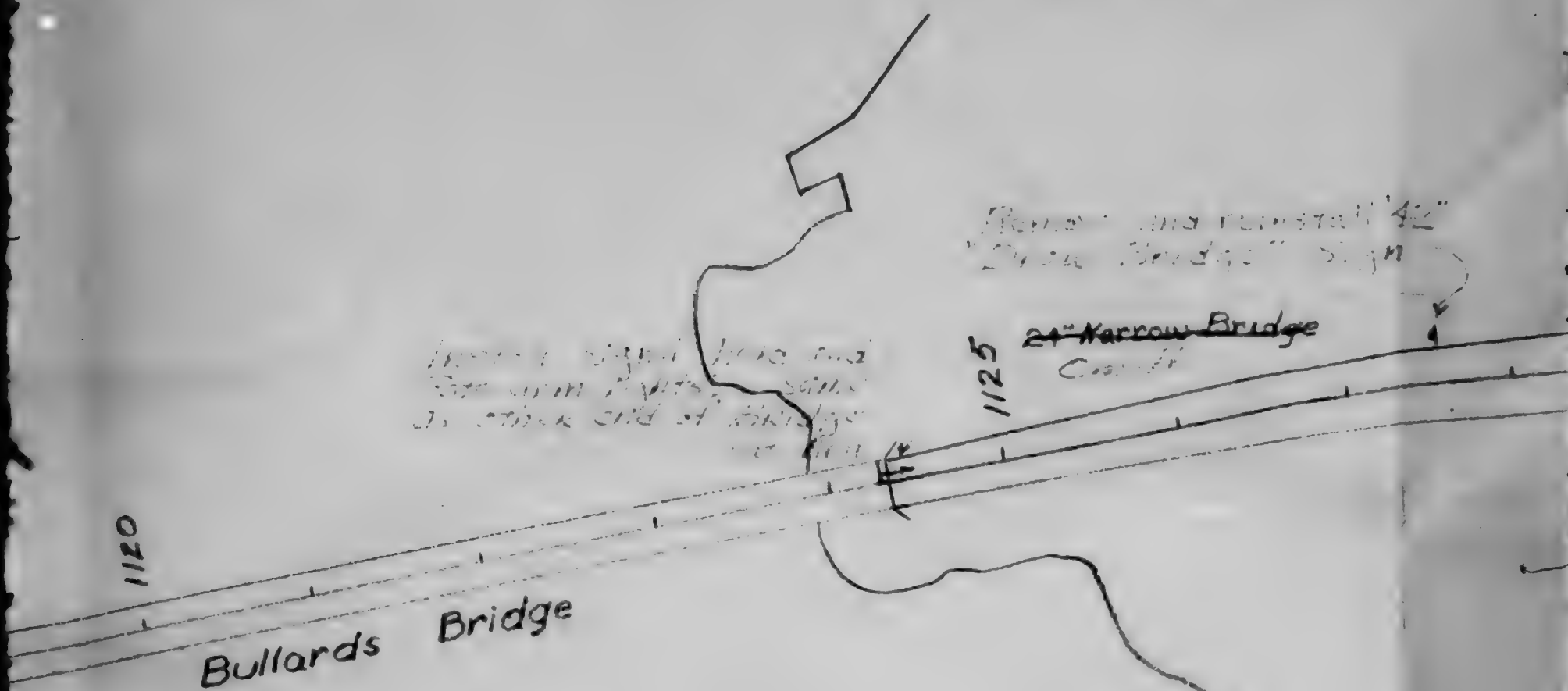
Remove and rebuild
Be prepared to stop when
the bridge is to be removed
and rebuilt

1120

1115

Gate Arm
- Install horizontal
- and head with two
- flashing red and one
- white indicator light
- install flashing red light
- at Gate Arm

Draw Bridge
- remove and re-install
- "Draw Bridge" sign



TYPICAL INSTALLATION
Install at Sta's 1106+00 & 1131+00



County Road

Intermittent Spring in
at Station 1136+00

24" Draw 1130 Bridge

Sta. 1131+00

1135

1135

1140

To Bandon

Home and Remedy for
"Draw Bridge" Sign

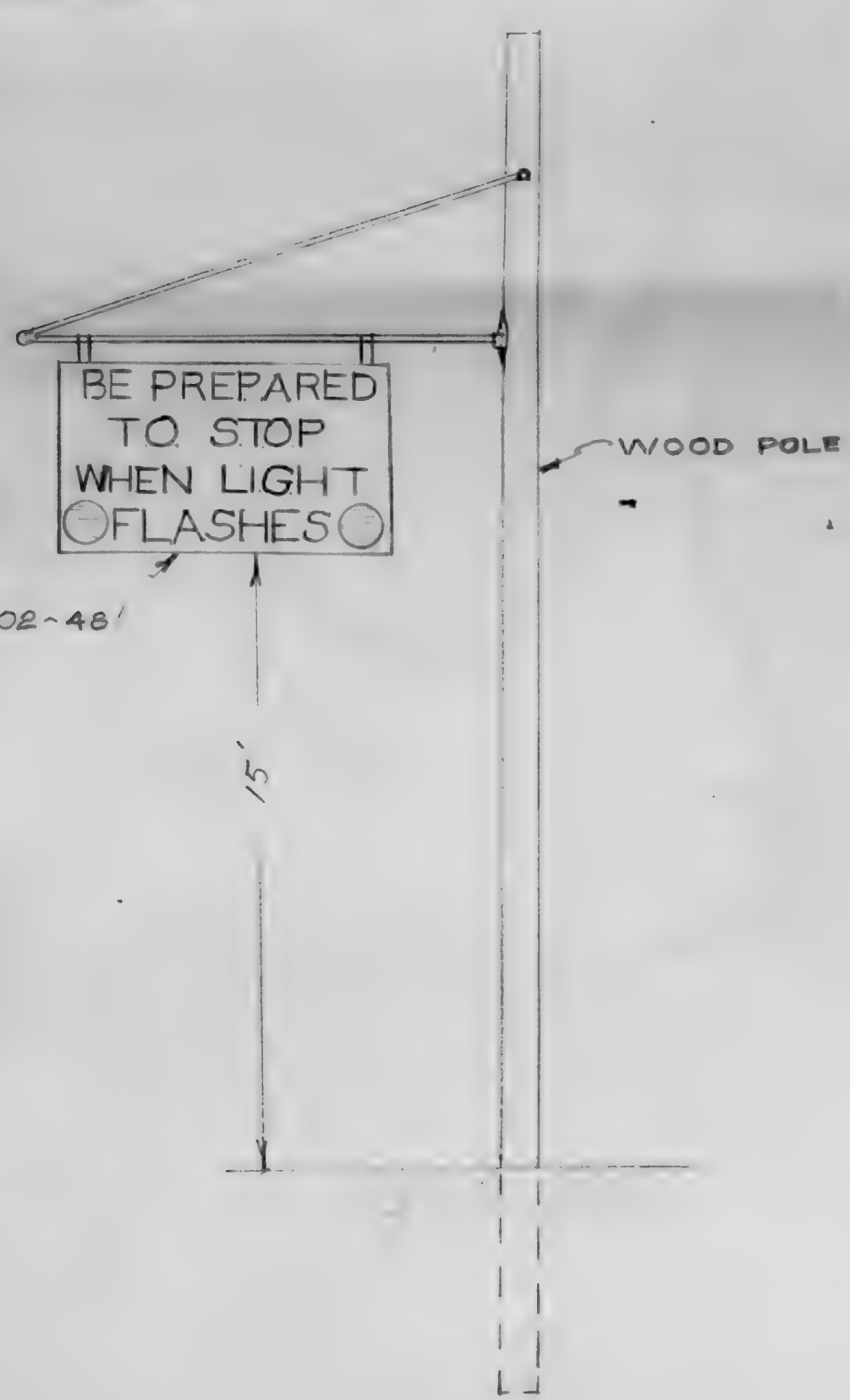
Install sign head and
gate in 10' pits with
on other side of bridge

1125 24" Narrow Bridge
Cross

1120

Bullards Bridge

TYPICAL INSTALLATION
Install at Sta's 1106+00 & 1131+00



W-302-48

15'

1135

1140

To Bandon

Be Prepared
to stop
when light
C Flashes C

48 74

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 24, 1961

**SUBJECT: Resigning Approaches to
Bullards Bridge**

**To: P. M. Stephenson
Assistant State Highway Engineer**

BUILDING

L

I am enclosing herewith a copy of a letter from Mr. Widdows, along with a sketch of the proposed lay-out for resigning the approaches to Bullards Bridge on the Davis Slough-Bandon section.

This sketch was sent up to the Traffic Department, who suggested a change in the type of advanced warning signs, which they estimated would increase Mr. Judson's estimate of cost by \$350.00, making the total cost \$2,275.00

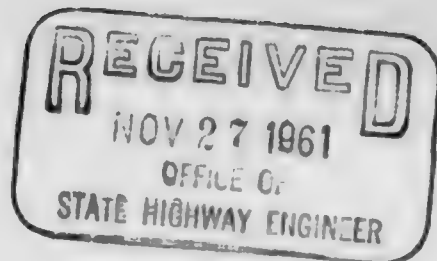
If you concur in the above recommendations, will you please advise Mr. Widdows to submit an order for the work.

E. F. Chidsey

**F. F. Chidsey
Assistant Maintenance Engineer**

EFC:mo
encl

cc: W. O. Widdows



**NOTED
P. M. STEPHENSON**

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15, 1961

6-40

6-6608

file

SUBJECT:

Bullard's Bridge

To:

Mr. I. A. DeFrance
Maintenance Engineer
DEPARTMENT

Since we have routed 101 over the Davis Slough-Bandon section, Mr. Hughlett has received a number of reports that we were having accidents at Bullards Bridge on account of the high speed of traffic and the fact that we do not have signals at this drawbridge.

Attached is a sketch of the layout and Electrical Superintendent Judson's estimate of the costs to install our standard type drawbridge signal at this location.

Bullard's Bridge

Electrical Material	\$1,400.00	
Electrical Crew Labor	300.00	
Signs	150.00	
Sign Crew Labor	75.00	
	<u>\$1,925.00</u>	
	+ <u>350</u>	additional Cost of signs
	2275.00	suggested by Traffic.

W O WiddowsW. O. Widdows
Assistant Maintenance Engineer

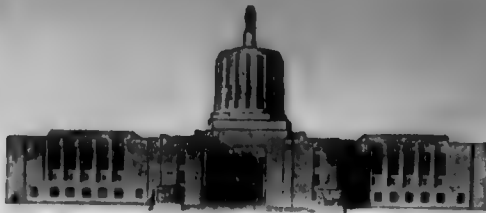
WOW:nk

cc H. Hughlett
R. Judsonto be used in Traffic
signal station

RECEIVED
NOV 27 1961
COMMISSIONERS

FOR
RECEIVER, CHAIRMAN
KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 27, 1961

Mr. Donald A. Dole
Long, Neuner and Dole
Lawyers
810 S. E. Douglas Avenue
Roseburg, Oregon

Davis Slough-Bullards Bridge Section
Contract No. 5584

Dear Mr. Dole:

Herewith is a copy of Roger Gee's typical sections showing pictorially in yellow the amount of benching or terracing paid for by the State. The difference in our payments and your claim is shown in red. Green represents quantities paid for by the State in accordance with the contract.

Following our conference of November 21, I had the terracing yardage involved in the fills at Station 633 to 635+50 and at Station 640+50 to 643 computed on the same basis as we have used for the other fills. The total amount of material involved is 4,818.1 cubic yards. We are therefore recommending for payment a post-final in the total amount of $4,818.1 \times \$0.40 = \$1,927.24$.

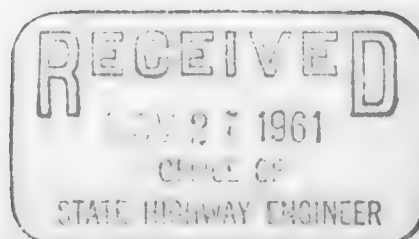
Very truly yours,

W. C. Williams
State Highway Engineer

By ORIGINAL SIGNED BY
TOM EDWARDS
Tom Edwards
Construction Engineer

Enc.
cc Central Paving Company
P. O. Box 38
Independence, Oregon

Forrest Cooper
L. I. Lindas
F. D. Morgan
R. L. Porter



RECEIVED
NOV 23 1961

FOR FILING

4444

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 24, 1961

To: MEMO TO THE FILES

SUBJECT Davis Slough-Bullards Bridge Section
Oregon Coast Highway
Contract No. 5584

The following-named people met in the Construction Engineer's office November 21, 1961 to discuss again the contractor's claim for excavation into existing fill slopes:

Donald A. Dole
Roger Gee
Tom Edwards
L. H. Young
F. B. Klaboe
Frank McKinney

Attorney for Contractor
Engineer for contractor
Oregon State Highway Department
Oregon State Highway Department
Oregon State Highway Department
Oregon State Highway Department

As outlined in previous correspondence, the contractor claims some 230 - 245,000 cubic yards of excavation for work he claims he was ordered to do on the original fill slopes during the slide correction portion of this project. We have paid a total of 81,598.5 cubic yards at the general excavation price of \$0.40 for the work in accordance with 2.4.9 of the standard specification form.

The contractor's representatives once more outlined their case-- namely that the work was (according to their information) done. Again, they restated the fact that no notes were kept by the contractor so that it was necessary to rely on "testimony" from their superintendents, foreman and skimmers to establish the quantity claimed.

Mr. Edwards stated that we had not kept notes either and further that our formula for payment was based on a logical analysis that the contractor should be paid general excavation for sufficient room to work. On a practical working basis, this amounts to excavation into the original ground whenever the horizontal distance between the original ground and the neat lines of the new fill was less than 14 feet. (The 14-foot dimension is the dimension considered by us as a minimum adequate working area for scrapers and dozers.) When this horizontal distance amounted to less than 14 feet, sufficient excavation into the original ground was paid to provide this 14-foot working area. We had also allowed payment for two feet into the original ground for slope knitting in all cases where no excavation was paid under the 14-foot basis outlined above. It is our firm belief that this formula is absolutely equitable to both parties.

Memo to the Files

-2-

November 24, 1961

Mr. Edwards also brought out the further fact that we had not allowed payment on this basis for two small fills at Station 632+50 to 635+50 and Station 641+00 to 643+00. This was an oversight on our part and payment under the same formula would be allowed. This amounts to an additional 4,818.1 cubic yards for this a post-final estimate will be issued.

Mr. Edwards further stated that our people deny that the work in the quantities represented by the contractor was either ordered to be done, or, in fact, actually done. We believe that some of the representations of the quantity of work done presented by the contractor are fallacious in that they constitute almost impossible construction operations. Mr. Gee agreed with the statement about the construction operation reiterating that his representations were based entirely on the statements of the contractor's people actually working on the job.

Mr. Edwards also pointed out that in an operation of this kind he would proceed to move as much of the existing fill down the slope with the fill cat as it was practical to do. This would reduce the gradient of the contractor's haul road and would not cost him anything as the cat would have to be there anyway. Unless order to proceed in this manner by the resident engineer (or his men), the contractor would not be entitled to pay for such work. As far as we are concerned no such order was given.

Again, Mr. Gee agreed that this would be the logical way to proceed for the contractor's own benefit.

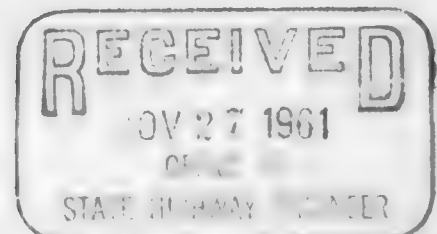
The contractor's representatives were told that we had made our final offer to settle this claim. They stated that they would communicate with their employers and contact us at a later date.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper ✓
L. I. Lindas
F. D. Morgan
R. L. Porter



RECEIVED
NOV 28 1961

FORM E-30X-BOM-6-61-36602
FOR FILING

5584

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 22, 1961

SUBJECT: Davis Slough-Bullards Bridge Sec.
Contract No. 5584

To: Mr. R. L. Porter
Office Engineer
OFFICE

I enclose one earthwork computation sheet covering earthwork performed on this project for which the contractor has not received payment. Please refer to my Memo to the File of this date, copy of which is attached.

Please prepare and process a post-final for 4,818.1 cubic yards of general excavation at \$0.40 per cubic yard for a total of \$1,927.24.

Ted Boehme has checked the computations already and has the cross sections used to arrive at these quantities.

Tom Edwards
Construction Engineer

By *F. B. Klaboe*
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

cc Forrest Cooper
Frank McKinney
P. D. Morgan

RECEIVED
NOV 24 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 17 1961

COMMISSIONERS
FOR ENCL 13
M. R. MOYER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 12, 1961

5584

Long, Neuner and Dole
Attorneys at Law
P. O. Box 1205
Roseburg, Oregon

Attention: Mr. Dole

Gentlemen:

Your roll of typical sections and portfolio of earthwork computations on the Davis Slough-Bullards Bridge Section, Contract No. 5584, are enclosed. Thanks for lending them to me.

The final voucher on this project was forwarded to the prime contractor for his signature September 22, 1961. To date, he has not returned it. However, when he does, he will have to get the surety to clear it before payment can be made.

Very truly yours,

W. C. Williams
State Highway Engineer

By

F. B. Klaboe
F. B. Klaboe

Field Construction Engineer

Encl.

FBK:fp

cc Forrest Cooper ✓

NOTED
FORREST COOPER



RECEIVED
OCT 13 1961

FOR FILING

F-109(10)
5584

October 12, 1961

United Pacific Insurance Company
Fidelity and Surety Department
P. O. Box 1216
Tacoma 1, Washington

Attention: W. T. Atkins, Claims Department

Dear Mr. Atkins:

Thank you for your letter of October 11 concerning final payment on Contract 5584 to Central Paving Company and advising us that the claim of Traffic Safety Supply Company has been paid in full.

I have checked with our Accounting Division and find that the final payment check on this contract is ready. Attached is a copy of our letter of September 22 in which we stated that final payment will be released when instructions have been received from your office. The letter was not marked to your attention so it apparently did not come to your desk.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:
FQ:rj

NOTED ON CARD

dc

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington



J Cook
United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

October 11, 1961

Oregon State Highway Commission
Salem
Oregon

Mr. Floyd Query, Secretary

Gentlemen: OB 60-61593
Central Paving Company and
Miller and Hutchins Contractors, Inc.
(Contract No. 5584)

Information has just come to us to the effect that Central Paving Company has received from the office of the Highway Department the papers with reference to payment of the final estimate on the captioned contract. It is our understanding that when they have signed these papers and returned them to the Department, the final money on this contract will be paid.

This is merely to confirm the arrangements as set forth in your letter of August 28, 1961 to the effect that when final payment is ready, you will advise us as surety prior to your releasing the check. ✓

We are very desirous that this be done so that we may assure ourselves as to the proper application of these funds.

Incidentally, we have been informed that the claim of Traffic Safety Supply Company, of which you advised us on September 5, has been paid in full.

NOTED ON CARD
dc

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY

[Signature]
W. T. Atkins
Claims Department

WTA:cb



NOTED
FLOYD QUERY

RECEIVED
SEP 25 1961

FOR FILING

E-109(10)
5584

September 22, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract 5584 for paving-slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County was completed by the contractor, Central Paving Co., on June 16, 1961, and was formally accepted by the Highway Commission on July 28, 1961.

Final payment in the amount of \$32,768.10 will be released to the contractor when we receive orders from you to release the payment, as your letter of August 25, 1961, stated. The total contract amount is \$1,114,645.87, of which amount \$22,855.83 represents force account items.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

Letter to: The Travelers Indemnity Co.

RECEIVED
SEP 25 1961

FOR FILING

E-107600
5584

September 22, 1961

The Travelers Indemnity Co.,
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

State Highway contract #5584 for paving-slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County was completed by the contractor, Central Paving Co., on June 16, 1961, and was formally accepted by the Highway Commission on July 28, 1961.

Final payment in the amount of \$32,768.10 will be released to the contractor when we receive orders from the surety companies to release the payment, as a letter from the United Pacific Insurance Co., of August 25, 1961, stated. The total contract amount is \$1,114,645.87, of which amount \$22,855.83 represents force account items.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Travelers Indemnity Co.,
Phil Grossmayer-Co.,)
P. O. Box 1191)
Portland 7, Oregon

This is the wrong agent.
9/25/61 a copy of this letter was sent to:
Jewett, Barton, Leavy & Kern (agent on this
Lewis Bldg., contract)
Portland, Oregon

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

Letter to: United Pacific Insurance Co.

RECEIVED
SEP 6 1961

FOR FILING

5544

Noted
on card
F.P.

September 5, 1961

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Wn.

The Travelers Indemnity Co.
Fidelity & Surety Department
700 Main Street
Hartford 15, Conn.

Gentlemen:

Attached is a copy of a claim in the amount of \$1,757.23 which has been filed with the Secretary of State by Traffic Safety Supply Company for traffic signs furnished to Central Paving Co. This appears to be in connection with State Highway Contract #5584, paving-slide correction, Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Attach.

CC:
Victor S. Risley Co.
223 Board of Trade Building
Portland 4, Oregon

Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Central Paving Company
P. O. Box 38
Independence, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:mg



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

September 1, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTE
FLOYD QUERY

Dear Sir:

We have received from R. W. Nelson, General Manager, Traffic Safety Supply Company, 2324 S. E. Umatilla Street, Portland 2, Oregon for traffic signs furnished in the sum of \$1,757.23 against the bond taken from Central Paving Co., principal and United Pacific Insurance Co., surety for the work of paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County. State Highway Contract No. 5584

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Geoff Stephens

Public Records Section

GS:FK
Enc.





TRAFFIC SAFETY SUPPLY COMPANY

Manufacturers and Distributors

2324 S.E. UMATILLA ST. PORTLAND 2, OREGON

BE lmont 8-8531



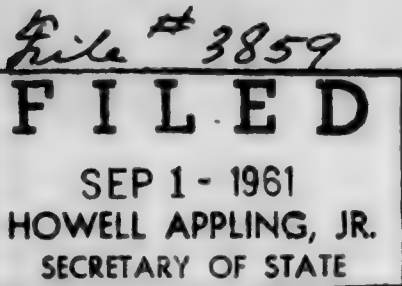
August 31, 1961

Mr. Howell Appling
Secretary of State
State Capitol
Salem, Oregon

RE: Oregon State Highway Contract #5584
Central Paving Co., Contractor

Dear Sir:

Notice hereby is given that the undersigned TRAFFIC SAFETY SUPPLY CO. has a claim for traffic signs furnished in the sum of \$1757.23 against the bond taken from Central Paving Co., principal, and United Pacific Insurance Co., surety, for the work of paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.



Very truly yours,

TRAFFIC SAFETY SUPPLY CO.

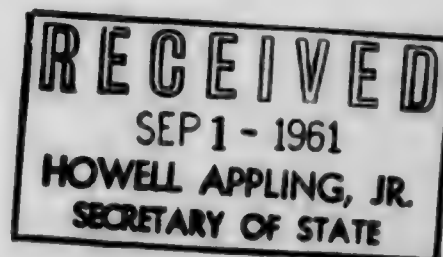
R. W. Nelson
General Manager

RWN:er

cc: Mr. Floyd Query, Secty.
Oregon State Highway Comm.

Victor S. Risely Co.
223 Board of Trade Bldg.
Portland 4, Oregon

Central Paving Co.
P.O. Box 38
Independence, Oregon



RECEIVED
AUG 29 1961

FOR FILING

F 101(1)
5544

August 28, 1961

Long, Neuner & Dole, Attorneys
810 S. E. Douglas Avenue
Roseburg, Oregon

Gentlemen:

Enclosed are photocopies of Contract Payment Vouchers on Contract No. 5484 covering the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway. This contract was awarded to Central Paving Co., Independence, and a few days ago Mr. Art Woods, President of the company, phoned a request that copies of the Contract Payment Vouchers, Estimates 1 through 15, be forwarded to your office.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Central Paving Co.
P. O. Box 38
Independence, Oregon

Mr. L. I. Lindas
Attn: Mr. Frank McKinney

FQ:fp

RECEIVED
AUG 28 1961

FOR FILING

1000
5584

August 28, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma 1, Wn.

Attention: Mr. W. T. Atkins
Claim Department

Subject:
Central Paving Co. Contact #5584
Davis Slough-Bullards Bridge Section
Paving, slide correction

Gentlemen:

In your letter of August 25, received this morning, you request that no further payments be made under this contract until we hear further from you.

This request will apply immediately to the semi-final payment, concerning which we wrote to you on August 21 and which was to have been on or after August 28. This payment will be held up until we hear from you.

We do not know when the final payment will be processed to the stage where a warrant can be written but in any event, you, as the surety, will be notified in the usual manner. You can then advise us as to what disposition should be made of it.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Central Paving Co.
P. O. Box 38
Independence, Oregon

Mr. L. I. Lindas - Attn: Mr. Frank McKinney

Mr. C. H. Maison - Please hold up semi-final and final payments until we hear further from the surety.

RQ:fp

ON
fp.

Home Office • 728 St. Helens Avenue • Box 1216 • Tacoma 1, Washington



United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

August 25, 1961

Oregon State Highway Commission
Salem
Oregon

Mr. Floyd Query

Dear Mr. Query: OB 60-61593, Central Paving
Company, et al (Contract No. 5584,
Davis Slough - Bullards Bridge
Section of Oregon Coast Highway)

Thank you very much for your letter of August 21 advising
that the semi-final payment on the above contract is due for payment.

Arrangements for the handling of the difficulties in which
Central Paving Company finds itself are progressing. Arrangements
were made for handling of the current estimate of some \$46,000 which
your department disbursed a week or two ago after we released our
objection to your paying it.

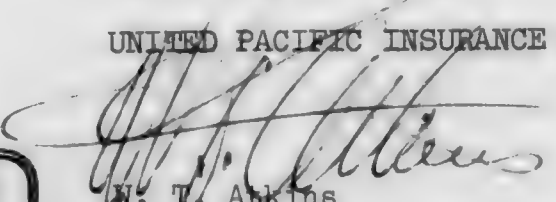
The handling of this entire problem will be further assisted
if you would be kind enough not to make any further payments under
this contract, either the semi-final payment or the final payment until
we have contacted you. Consequently, we will appreciate your not
releasing the semi-final payment on or after August 28 and that you
will not release the final payment when it is ready until you have
contacted us.

We will appreciate it, however, if when the final payment is
ready you will advise us so that we can then make the final arrangements
for the disbursement of the final moneys under the contract, and when
those arrangements are made certain we will at that time authorize the
mailing of the check to the First National Bank of Independence.

We appreciate your cooperation in this situation and if there
are any questions that you may have concerning it, please do not hesitate
to get in touch with us.

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY


W. T. Atkins
Claim Department

WTA:cb



RECEIVED
AUG 21 1961

FOR FILING

4484

August 21, 1961

The Travelers Indemnity Co.,
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to the Central Paving Co., on contract #5584 for paving-slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

This payment, in the amount of \$3,600.39 will be released to contractor, c/o 1st National Bank of Independence, Attention: Ira Mix, on or after August 28, 1961. The retained percentage is \$32,753.26.

You have been previously notified that claims have been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

1cc: The Travelers Indemnity Co.
Jewett, Barton, Leavy & Kern
Lewis Bldg.,
Portland, Oregon

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

Letter sent to: United Pacific Insurance Co.

#15
Filed
3600.39
32768.10

RECEIVED
AUG 21 1961

FOR FILING

5544

August 21, 1961

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to the Central Paving Co., on contract #5584 for paving-slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

This payment, in the amount of \$3,600.39, will be released to contractor, c/o 1st National Bank of Independence, Attention: Ira Mix, on or after August 28, 1961. The retained percentage is \$32,753.26.

You have been previously notified that claims have been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

Letter sent to The Travelers Indemnity Co.

RECEIVED
AUG 18 1961

FOR FILING

4444

D Cook

August 16, 1961

United Pacific Insurance Company
Portland Branch
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. W. T. Atkins
Home Office Bond
Claims Supervisor

Dear Mr. Atkins:

In this morning's mail we received a letter from Central Paving Company requesting that future estimate checks on Contract No. 5584 be forwarded to Central Paving Company, in care of the First National Bank of Independence, Independence, Oregon, attention of Mr. Ira Mix, President.

We also received this morning your letter withdrawing any objection to releasing the payment of \$46,954.86 due Central Paving Company on the condition that we mail payments to the First National Bank of Independence.

We will gladly do this. We are sending a copy of your letter to Mr. C. H. Maison, Auditor, with a request that future payments on this contract be forwarded as indicated above.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

F:jmc

cc: Central Paving Co.
P. O. Box 38
Independence, Oregon

The Travelers Indemnity Co.
700 Main Street
Hartford 15, Conn.

C. H. Maison (2)

NOTED ON CARL

[Signature]

Portland Branch • 627 Board of Trade Building • Portland 4, Oregon



United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

August 15, 1961

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Re: Our File OB60-61593
Central Paving Company
Your Contract #5584, Davis' Slough-
Bullard's Bridge Section of Oregon
Coast Highway

Gentlemen:

You will shortly be receiving a letter from Central Paving Company directing that you mail all subsequent checks for payments due Central on this job, to Central in care of the First National Bank of Independence, Independence, Oregon, attention Mr. Ira Mix, President.

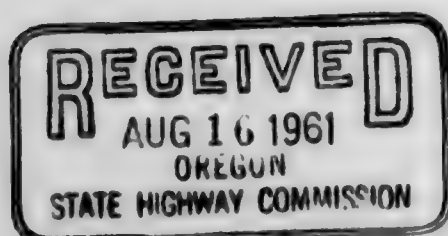
When you have received that letter, and on condition that you will so direct such checks, we withdraw any objection that we have to your releasing the payment of \$46,954.86 now due Central on this job.

Yours very truly

UNITED PACIFIC INSURANCE COMPANY

T. Atkins
Home Office Bond
Claims Supervisor

WTA:mcf





CENTRAL PAVING COMPANY



PLANTS: SALEM • DALLAS • INDEPENDENCE • • • • MAILING ADDRESS: P. O. BOX 38 INDEPENDENCE, OREGON

MEMORANDUM

TO: Oregon State Highway Commission
ATTENTION: Mr. Floyd Query
FROM: Arthur B. Woods

DATE: August 14, 1961
IN RE: Estimate payments on Job #5584

TELEPHONE:
SALEM: EMPIRE 3-5468
DALLAS: MAYFAIR 3-4141
INDEPENDENCE: 231

Dear Mr. Query:

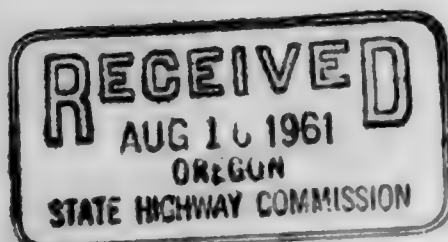
You are hereby requested to please direct future estimate checks to Central Paving Co., c/o First National Bank of Independence, Independence, Oregon, attention: Mr. Ira Mix.

Continue to send the estimates for approval as in the past to Central Paving Co., P. O. Box 38, Independence, Oregon

Very truly yours,

CENTRAL PAVING CO.

Arthur B. Woods
Arthur B. Woods
President



RECEIVED
AUG 4 1961

FOR FILING

5584

August 4, 1961

Central Paving Company
P. O. Box 38
Independence, Oregon

Attention: Mr. Emerson Page

Dear Mr. Page:

In compliance with your telephone request of August 3 we are hereby confirming the acceptance by the State Highway Commission on July 28, 1961 of your Contract No. 5584.

This contract was for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:rj

#5584 8-3-61
Mr. Emerson Page
of Central Paving Co.
would like a
letter confirming
acceptance date by
Commission.
He came
call 5 pm
Phone with 5 pm
in request
letter

RECEIVED
AUG 2 1961

FOR FILING

5584 (11)
5584

August 1, 1961

United Pacific Insurance Co.
P. O. Box 1216
Tacoma 1, Wn.

Attention: Mr. R. L. Miller

Gentlemen:

This will confirm your telephone conversation with Mr. Cecil H. Head today and to acknowledge receipt of your telegram concerning Central Paving Company Contract #5584 for paving and slide correction on the Davis Slough-Hullards Bridge Section of the Oregon Coast Highway in Coos County.

As requested, we are asking our Auditor to hold the payment of \$46,954.86 until further word is received from your company.

It is our understanding that you discussed this matter today with Mr. Woods of Central Paving Company, Independence.

You indicated that the reason for holding this payment was in order for the co-surety companies to have an opportunity to investigate and discuss the various claims which have been filed in connection with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
The Travelers Indemnity Co.
700 Main Street
Hartford 15, Conn.

NOTED ON CARD



Central Paving Co.
P. O. Box 38
Independence, Oregon

Mr. C. H. Maison : Please hold payment of \$46,954.86 until further notice.

CWH:fp

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

1201 (4-60)

SYMBOLS

DL = Day Letter

NL = Night Letter

LT = International Letter Telegram

W. P. MARSHALL, PRESIDENT

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA134

1961 AUG 1 PM 1 04

PR TKA432 PD=FAX TACOMA WASH 1 146P PDT=
OREGON STATE HIGHWAY COMMISSION, FLOYD QUERY,
SECRETARY= SALEM ORG=

CONFIRMING TELEPHONE REQUEST TO HEAD, TRAVELERS
INSURANCE COMPANY AND UNITED PACIFIC REQUEST YOUR
DEPARTMENT HOLD UP PAYMENT DUE (\$46,954.86) CENTRAL
PAVING ON CONTRACT NO 5584 IN ORDER THAT CO-SURETY
COMPANIES MAY HAVE OPPORTUNITY TO INVESTIGATE AND
DISCUSS VARIOUS CLAIMS FILED WITH CENTRAL=

R L MILLER UNITED PACIFIC INSURANCE CO
TACOMA WASH=.

NOTED
FLOYD QUERY

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
AUG 3 1961

FOR FILING

Mr. W. C. Williams, State Highway Engineer Salem, Oregon
84

477 Cottage Street, N.E.
Salem, Oregon

August 1, 1961

C. G. Folk, Division Engineer
08-35.8-DB Salem, Oregon

By:
D. M. Harich
Acting Division Engineer

Oregon Project F-109(10)
Davis Slough-Bullards Bridge Section of the Oregon Coast Highway
Order for State Force Work No. 2 - Supplemental #3
Install Horizontal Drains
Total estimated cost \$4,000.00
Federal Funds \$2,400.00

Reference is made to your letter dated August 26, 1960, March 14, 1961, May 5, 1961, and July 27, 1961, concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PFM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.
3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

CMH

NOTED

RECEIVED
JUL 28 1961

FOR FILING

5584

July 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2, Amount No. 233, Supplement No. 3, covering horizontal drains on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5584, in connection with Federal aid Project No. F-109(10).

Order for State Force Work No. 2, with supplements 1 and 2, in the amount of \$17,000 has been approved previously. Additional work in the estimated amount of \$4,000 will still be required to correct the slide area. The additional Federal participation estimate is \$2,400.

Approval of this additional work under the provisions of SPN 21-6.3 on the basis of actual cost is requested. Approval has been verbally recommended by the SPN Area Engineer.

Very truly yours,

E. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:jb
Enc.

RECEIVED
JUL 27 1961

FOR FILING

5584

July 25, 1961

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to contractor, Central Paving Co., a portion of the funds heretofore retained by the Commission on contract #5584 for paving-slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

This payment, in the amount of \$46,943.86, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$32,641.90. The present payment will be released on or after August 1, 1961.

You have been previously notified that a claim has been filed against this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

Letter to: The Travelers Indemnity Co.

RECEIVED
JUL 27 1961

FOR FILING

7-109(1-1)
5594

July 25, 1961

United Pacific Insurance Co. and The Travelers Indemnity Co.
P. O. Box 1216 700 Main Street
Tacoma, Wn. Hartford 15, Conn.

Attention: Mr. W. T. Atkins

Gentlemen:

We have received notification from the Secretary of State, dated July 24, 1961, that the claim of Marcum Trucking Co., Inc., in the amount of \$13,392.87 against Central Paving Co. on our Contract No. 5584, has now been filed in his office, his File No. 3837.

A description of the claim was outlined in our letter to you of July 21.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

NOTED ON CARD

dc

fp

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



**STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM**

July 21, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$13,392.87, received from Rhoten, Rhoten & Speerstra, attorneys at law, on behalf of their client, Marcum Trucking Co., Inc., for labor and equipment furnished to Central Paving Co. This appears to be in connection with State Highway Contract No. 5584 with Central Paving Co. for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

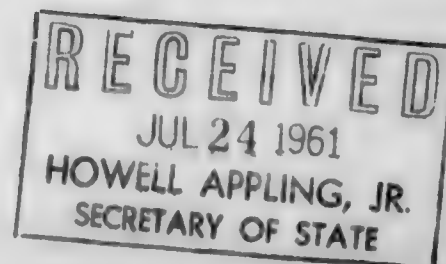
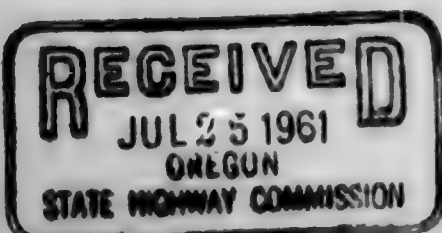
Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

File # 3837

FILED

JUL 24 1961
HOWELL APPLING, JR.
SECRETARY OF STATE



RECEIVED
JUL 27 1961

FOR FILING

111(1)
5584

July 25, 1961

Travelers Indemnity Co.,
Fidelity & Surety Department
700 Main Street
Hartford 15, Connecticut

Gentlemen:

It is the intention of the State Highway Commission to release to contractor, Central Paving Co., a portion of the funds heretofore retained by the Commission on contract #5584 for paving-slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

This payment, in the amount of \$46,945.86, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$32,641.90. The present payment will be released on or after August 1, 1961.

You have been previously notified that a claim has been filed against this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

dc

cc: Central Paving Co.,
P. O. Box 38
Independence
Oregon

cc: Jewett, Barton, Leavy & Kern
Letter to: United Pacific Insurance Co.

RECEIVED
JUL 25 1961

FOR FILING

5584

July 21, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$13,392.87, received from Rhoten, Rhoten & Speerstra, attorneys at law, on behalf of their client, Marcum Trucking Co., Inc., for labor and equipment furnished to Central Paving Co. This appears to be in connection with State Highway Contract No. 5584 with Central Paving Co. for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

fp

NOTED ON CARD

AC

RECEIVED
JUL 25 1961

FOR FILING

F-111 (1)
5584

July 21, 1961

United Pacific Insurance Co.
P. O. Box 1216
Tacoma, Wn.

and Travelers Indemnity Co.
700 Main Street
Hartford 15, Conn.

Attention: Mr. W. T. Atkins

Attention: Fidelity & Surety
Department

Gentlemen:

A letter dated July 20, 1961, with a claim attached, has been received from Rhoten, Rhoten & Speerstra, Attorneys at Law, on behalf of their client, Marcum Trucking Co., Inc., advising that Central Paving Co. owes them \$13,392.87 for labor and equipment. This appears to be in connection with State Highway Contract No. 5584 with Central Paving Co. for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CC:

Victor S. Risley Co.
223 Board of Trade Building
Portland 4, Oregon

Jewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Central Paving Co.
P. O. Box 38
Independence, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper
fp

NOTED ON CARD
dc

RECEIVED
JUL 25 1961

FOR FILING

100-1-10
8884

D Cook

July 21, 1961

Rhoten, Rhoten & Speerstra
Attorneys at Law
Pioneer Trust Buidling
Salem, Oregon

Gentlemen:

This will acknowledge receipt of your letter of July 20 and the attached claim of your client, Marcum Trucking Co., Inc., in the amount of \$13,392.87 for labor and equipment furnished to Central Paving Co. This appears to be in connection with State Highway Contract No. 3584 with Central Paving Co. for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

So that there will be no misinterpretation of the law, we are forwarding the claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

This job was completed June 16, 1961, but has not yet been accepted by the State Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FP

NOTED ON CARD

dc

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
MYRON L. ENFIELD
WILLIAM B. WYLLIE

RHOTEN, RHOTEN & SPEERSTRA
ATTORNEYS AT LAW
PIONEER TRUST BUILDING
SALEM, OREGON

July 20, 1961

Contract # 5584

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Building
Salem, Oregon

NOTED
FLOYD QUERY

Re: Marcum Trucking Co. vs. Central
Paving Co.

Dear Mr. Query:

Enclosed is a notice of claim against the performance
bond filed by Central Paving Co.

Yours truly,

RHOTEN, RHOTEN & SPEERSTRA

By *William B. Wyllie*
Per S.W.

WBW:nw
Enc.

Cec, please handle
76



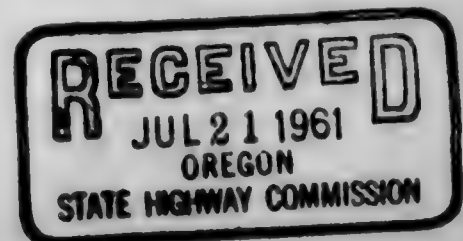
TO: Oregon State Highway Department:

NOTICE IS HEREBY GIVEN that the undersigned, Marcum Trucking Co., Inc. has a claim for labor and equipment furnished for hauling materials for the prosecution of work provided in the contract under which Central Paving Company is the prime contractor in the sum of \$13,392.87 against the bond taken from Central Paving Co., the principal, and United Pacific Insurance Company and The Travelers Indemnity Company, co-sureties for the work of "Slide Correction & Paving, Davis Slough-Bullard's Bridge Section, Oregon Coast Highway, Coos County, January 1960".

MARCUM TRUCKING CO., INC.

By *Frank E. Marcum*

Contract # 5584



OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 14, 1961.

Section Davis Slough - Bullards Bridge Kind of work Paving & Slide Correction
 Highway Oregon Coast County Coos Section prefix 6-1083
 Contractor Central Paving Co. Contract number 5584
 Date of contract January 28, 1960 Specified work days 123
 Date work started March 23, 1960 Work days used 117
 Project authorization \$ 1,248,525.41 Per cent of time elapsed 95 %
 Exclusive of engineering \$ 1,159,741.38
 Estimated cost of completed project, exclusive of engineering \$ 1,142,609.62
 Estimated per cent ~~overrun~~ or underrun 1.6 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$ 88,784.03
 Engineering cost to date \$ 84,500, 95 % Date project was completed June 16, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	none	100	100	none

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor has completed minor cleanup & repair work that was required of him.

FINAL REPORT

NOTED
JUL 17 1961

CONSTRUCTION DIVISION
 RECEIVED
 JUL 17 1961
 NOTED *[Signature]*
 COE

NOTED
C. R. PAULSEN

Signed

[Signature]

Address P.O. Box 374 Coquille

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	14.10	14.10		14.10	14.10
Miles partially completed					
Miles completed	14.10	14.10		14.10	14.10
Total estimated quantities (contract)	415,400 cy	62,400 ton		116,870 ton	33,500 ton
Total quantities corrected to date	487,948	68,242		114,173	30,519
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

D Cook

RECEIVED
JUL 10 1961

FOR FILING

F
5584

June 29, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma 1, Washington

Attention: W. T. Atkins

Gentlemen:

This is to confirm our telephone conversation earlier this afternoon in which you requested that we withhold further payments to Central Paving Company on Contract No. 5584, for work on the Davis Slough-Bellards Bridge Section, until you have had time to look into the status of the claim filed against this contract by Miller and Hutchins.

Payments will be withheld until we hear from you, which, I understood, will probably be within a few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Central Paving Company
P. O. Box 38
Independence, Oregon

L. I. Lindas
C. H. Malson (2)
Tom Edwards

NOTED ON CARD

de

June 30, 1961

P.S. This morning we received your telegram stating that your company has no objections to releasing the current estimate to Central Paving Company.

FQ

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-60)

SYMBOLS

DL = Day Letter

NL = Night Letter

LT = International
Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA042

PR TKA075 PD=FAX TACOMA WASH 30 8 53A PDT=1961 JUN 30 AM 7 59
FLOYD QUERY SECRETARY= OREGON STATE HIGHWAY
COMMISSION SALEM ORG=

RE OUR PHONE CONVERSATIONS OF JUNE 29, WE HAVE NO
OBJECTION TO YOUR RELEASING CURRENT ESTIMATE TO CENTRAL
PAVING COMPANY, CONTRACT NO 5584=

W T ATKINS UNITED PACIFIC INSURANCE COMPANY
TACOMA WASHINGTON

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
JUN 28 1961

FOR FILING

5544

June 23, 1961

United Pacific Insurance Co. and Travelers Indemnity Co.
P. O. Box 1578 700 Main St.
Tacoma, Wn. Hartford 15, Conn.

Gentlemen:

Attached is a copy of a claim in the amount of \$350,911.28 which has been filed with the Secretary of State on June 20, 1961, by Miller & Hutchins Contractors, Inc., for labor performed and materials furnished on State Highway Contract No. 5584.

This appears to be in connection with State Highway Contract No. 5584 with Central Paving Co., Independence, for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

Enc.
CC:
Victor S. Risley Co.
223 Board of Trade Building
Portland 4, Oregon

Lewett, Barton, Leavy & Kern
Lewis Building
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

Central Paving Co.
P. O. Box 38
Independence, Oregon

NOTED ON CARD

dc

CWH:fp



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

June 20, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Donald A. Dole, Long, Neuner & Dole, 810 S. E. Douglas Avenue, Roseburg, Oregon, and filed as of this date, a notice of claim by Miller and Hutchins Contractors, Inc. for labor and materials performed and furnished by same in the performance of the Davis Slough-Bullards Bridge Section Oregon Coast Highway, wherein same were subcontractors in the performance of excavation and finishing road beds and slopes, against the bond taken from Central Paving Co., principal and United Pacific Insurance Company and The Travelers Indemnity Company, sureties, for the work of excavating, grading and finishing road beds and slopes and repairing slides and erosion in the sum of \$350,911.28. State Highway Contract No. 5584.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By *Paul Stephens*

Public Records Section

GS:FK
Enc.



*ack. receipt 6-21
phoned Art Woods as per his request
26*

NOTICE OF CLAIM

TO THE STATE OF OREGON BY AND THROUGH ITS STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, MILLER AND HUTCHINS CONTRACTORS, INC., a corporation, has a claim for labor and materials performed and furnished by MILLER AND HUTCHINS CONTRACTORS, INC., a corporation, in the performance of the Davis Slough-Bullards Bridge Section Oregon Coast Highway, State Highway Department Contract Number 5584, wherein MILLER AND HUTCHINS CONTRACTORS, INC., were sub-contractors in the performance of excavation and finishing road beds and slopes, being Contract Items Numbers 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 22, 23, 34, and 38, in the sum of \$350,911.28 against the bond taken from CENTRAL PAVING CO., a corporation, as Principal, and UNITED PACIFIC INSURANCE COMPANY and THE TRAVELERS INDEMNITY COMPANY, as Sureties, for the work of excavating, grading and finishing road beds and slopes and repairing slides and erosion. Said claim more particularly includes: the sum of \$290,348.16 for foundation embankment excavation; the sum of \$19,805.00 as retainage on work done by MILLER AND HUTCHINS CONTRACTORS, INC., to be paid on acceptance of the work; the sum of \$22,929.86 on State Highway Estimate Number 8 heretofore allowed and paid to CENTRAL PAVING CO. but not paid to the undersigned; the sum of \$773.43 on State Highway Contract Estimate Number 9 heretofore allowed and paid to CENTRAL PAVING CO. but not paid to the undersigned; the sum of \$8,554.83 on State Highway Contract Estimate Number 12 heretofore allowed and paid to CENTRAL PAVING CO. but not paid to the undersigned; the sum of \$7,500.00 for additional stripping performed for CENTRAL PAVING CO. outside the contract items described above; and the sum of \$1,000.00 for additional preparation of road bed and riprap and gravel in base stabilization.

Given this 19th day of June, 1961.

MILLER AND HUTCHINS CONTRACTORS, INC.

RECEIVED
JUN 20 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

FILED
JUN 20 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

By Henry H. Miller, President



RECEIVED
JUN 19 1961

FOR FILING

5594

June 19, 1961

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on
June 16, 1961, on Contract No. 558h, Davis Slough-Bullards
Bridge Section, in Coos County, in connection with Federal
Aid Project No. F-109(10).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: Clarence G. Swanson

RECEIVED
JUN 16 1961

FOR FILING

F-109(10)
5584

June 15, 1961

Long, Neuner & Dole
Lawyers
P. O. Box 1205
Roseburg, Oregon

Attention: Mr. Donald A. Dole

Gentlemen:

As requested in your letter of June 13, we are attaching a certified copy of contract and bond No. 5584. This covers the Central Paving Company contract for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

Your letter referred to Contract No. 5585. However, we assume that the one you wish is Central Paving Company Contract No. 5584.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

LONG, NEUNER & DOLE
LAWYERS

810 S. E. DOUGLAS AVENUE
ROSEBURG, OREGON

June 13, 1961

J. V. LONG
GEORGE W. NEUNER
DONALD A. DOLE
ELDON F. CALEY

MAILING ADDRESS
P. O. BOX 1205
ORCHARD 3-5541

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

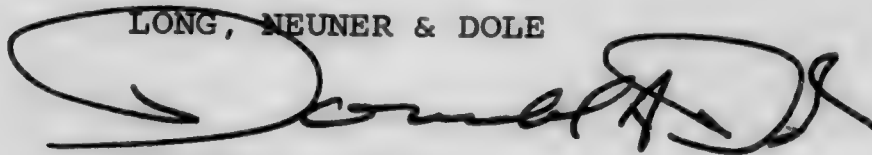
We herewith request of you a certified copy of the contract and bond furnished by Central Paving, Inc., as the prime contractor on the Davis Slough-Bullards Bridge Section Oregon Coast Highway, Contract Number 5585.

*5584

Also, enclosed herein is the Affidavit required by ORS 279.512 to authorize furnishing to us a certified copy of the contract and bond.

Very truly yours,

LONG, NEUNER & DOLE



Donald A. Dole

DAD:mh

Encl.

cc, please handle

76



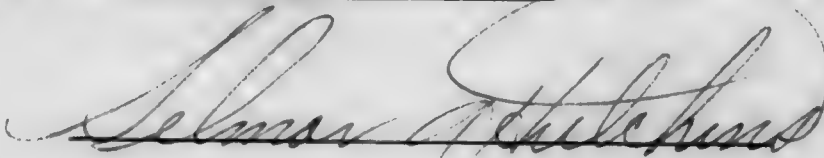
A F F I D A V I T

STATE OF OREGON)
) ss.
County of Douglas)

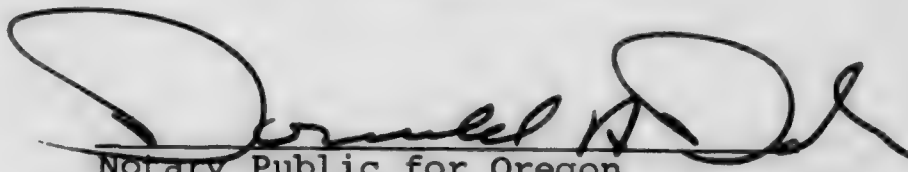
I, SELMAR A. HUTCHINS, being first duly sworn, do depose and say that I am the Secretary-Treasurer of MILLER AND HUTCHINS CONTRACTORS, INC., an Oregon corporation, and I make this Affidavit in my capacity as an officer of the corporation for and on behalf of the corporation.

MILLER AND HUTCHINS CONTRACTORS, INC., has supplied labor, and materials for the prosecution of the work provided in Contract No. 5585 and has not been paid therefor, and is preparing to file a claim against the contract and bond filed with you.

DATED this 13th day of June, 1961.



Subscribed and sworn to before me this 13th day of
June, 1961.



Notary Public for Oregon
My Commission expires May 4, 1964

RECEIVED
MAY 22 1961

FOR FILING

F-109(10)

5584

May 19, 1961

Oregon State Highway Commission

Gentlemen:

Effective 8 a.m., May 16, approval was granted for the establishment of a 35-mile-per-hour construction speed zone on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway.

Your concurrence is requested in the establishment of a 35-mile-per-hour construction speed zone on the section of the Oregon Coast Highway, No. 9, between M.P. 244.8 and M.P. 258.9 in Coos County.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

VPJ:pk me

cc G. S. Paxson
P. M. Stephenson
F. B. Crandall

RECEIVED
FORM E-123-1 75M 401
MAY 29 1961

FOR COMMITTEE

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 16, 1961

FLOYD QUERY, SECRETARY SALEM
F-104(10)
5594

Mr. Lee Bonn, Deputy Supt.
Department of State Police
107 Public Service Bldg.
Salem, Oregon

Dear Sir:

Effective 8:00 A.M., May 16, approval was granted for the establishment of a 35 MPH construction speed zone on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway, No. 9, between M.P. 244.8 and M.P. 258.9 in Coos County.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

By

F. B. Crandall
Traffic Engineer

VPJ:ph
cc: G. S. Paxson ✓

RECEIVED
MAY 17 1961
STATE HIGHWAY ENGINEER

RECEIVED
MAY 17 1961

FORM 5-502 POM 2-60 28119

FOR FILING

F-109(10)
5594

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 16, 1961

SUBJECT:

To:

Mr. I. A. DeFrance
Mr. Gene Muntley
Mr. R. B. Sipprell

The Davis Slough-Bullards Bridge Section
of U.S. 101 will be closed beginning 12 noon May
16, 1961 until further notice to allow the con-
tractor to complete the necessary paving work.

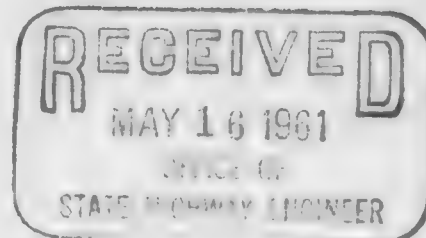
Tom Edwards
Construction Engineer

By

F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper
F. D. Morgan



NOTED
FORREST COOPER

RECEIVED
MAY 16 1961

FORM 2-607 2-60 20119

FOR FILING

F-109(10)
4484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 15, 1961

SUBJECT: Davis Slough-Bullards Bridge

To:

MEMO TO THE FILES

L. R. Chandler called this date with the following information relative to the cost of completing this section under traffic:

The contractor requests that we assume the total cost for all traffic control both at the plant and at the street operation. In addition, he requests a 10 per cent increase in his bid price for Item 35, Asphaltic Stabilized Base, and for Item No. 39, Asphaltic Concrete Mixture. The basis for this increase according to the contractor, is to cover alleged necessary reduced speed of hauling vehicles and of the paving machine. The 10 per cent increase would apply only to that portion of the work remaining to be done.

The total amount of money involved is therefore:

Traffic Control		\$11,000 +
12,800 Ton Stabilized base at .21 (.10x\$2.10)	=	2,500 +
29,500 Ton A.C. Mixture at .225 (.10x\$2.25)	=	6,500 +
		<u>\$20,000 +</u>

The cost to the State of performing the work to close the highway to traffic during the remainder of the work is not known at this time, but undoubtedly amounts to only a small percentage of the \$20,000 listed above. The Bureau of Public Roads will not participate on either plan.

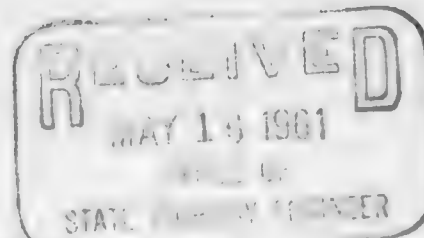
We have been instructed by Mr. Cooper, Deputy State Highway Engineer, to take the necessary steps to close the highway during the time it takes to do the remaining paving work. Division Engineer Morgan has been so instructed. He will handle the necessary publicity incident to the closure. Permit Director Sipprell and Maintenance Engineer DeFrance have also been informed. It is estimated that said closure will last until about July 1, 1961.

Tom Edwards
Construction Engineer

By

F. B. Klaboe
Field Construction Engineer

FBK:fp
cc Forrest Cooper
F. D. Morgan



RECEIVED
MAY 15 1961

FOR FILING

F-109(10)

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

5584

408 State Highway Building
Salem, Oregon

May 10, 1961

C. G. Folk, Division Engineer
08-35.4-DB Salem, Oregon

Oregon Project F-109(10), Davis Slough-Bullards Bridge Section
Oregon Coast Highway
Order for State Force Work No. 2 - Supplemental # 2
Install Horizontal Drains
Total estimated cost \$7,000.00
Federal Funds \$4,200.00

Reference is made to your letters dated August 26, 1960, March 14, 1961 and May 5, 1961 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PPM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.
3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

Porter

NOTED
FEB 11 1961

RECEIVED
MAY 8 1961

FOR FILING -

F-109(10)

5584

May 5, 1961

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2, Supplement No. 2, Account No. 233, covering horizontal drains on the Davis Slough-Ballards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 396, in connection with Federal Aid Project No. 7-109(10).

This work order is to cover additional work of installing horizontal drains in the slide area between Stations 324+00 and 336+00. This has been a persistent slide area and extensive work is still necessary for stabilization. Previous orders in the amount of \$10,000 have been approved.

The total estimated amount of this order is \$7,000 with Federal participation of \$4,200. This has been verbally approved by the B.P.R. District Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Enclosure

RECEIVED
MAY 3 1961

FOR FILING

F-109 (10)
8494

May 4, 1961

Mr. C. O. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering the removal of the second lift of base mix A.C. on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5584, in connection with Federal Aid Project No. F-109(10).

In areas noted on the order the second base lift of asphaltic concrete has failed to bond with the previous lift. Cracking and spalling has resulted and removal is necessary to make a stable and smooth finished surface.

This has been verbally approved by the BPR District Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt
Enc.

RECEIVED
APR 20 1961

FOR FILING

F-109(10)
5444

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

April 19, 1961

SUBJECT: Davis Slough-Bullards Bridge Sec.
Contract No. 5584
Estimate No. 12

To:
Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

We have received Estimate No. 12 on this section which, according to your cover letter, compensates the contractor for 65,498 cubic yards of general excavation for terracing work done on the fill slides. The IBM notes and cross-sections have been reviewed and checked in this office. It has been finally determined that the contractor is entitled to and will be paid under the following listed formula:

1. Volume which allows him the use of a minimum of 14 feet of working area for construction and compaction of additions to the various fills being repaired. This amounts to 74,641.4 cubic yards.

2. A two-foot wide section into the original fill slope where no other allowance has been made. This section is for the necessary work he must do in keying the original fill to the new fill. This amounts to 6,988.2 cubic yards.

The total terracing work that will be allowed is therefore 81,629.6 cubic yards. Since you estimate included only 65,498 cubic yards of this amount in the total general excavation quantity paid to date (which amounts to a total of 395,498 cubic yards), we will revise said estimate by adding the difference between 81,629.6 cubic yards and 65,498 cubic yards to the 395,498 cubic yards. We therefore will increase Item 4, General Excavation, 16,131.6 cubic yards to a new gross total of 411,629.6 cubic yards. At the contractor's bid price of \$0.40 per cubic yard, this amounts to a new performed to date amount of \$164,651.84.

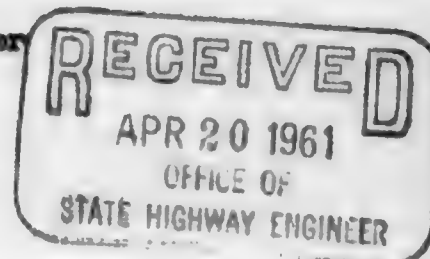
The cross section notes, IBM sheets, and construction cross sections supporting this analysis are herewith returned.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

FBK:fp
Enc.
cc Forrest Cooper
R. L. Porter
Bobby Johnson
L. I. Linds Attn: Frank McKinney

NOTED
FORREST COOPER



FORM R-30X DOM 7-60 20306

F-109(10)

3384

INTER-DEPARTMENT CORRESPONDENCE

April 10, 1961

To: MEMORANDUM TO FILE:

At the commencement of the meeting the subcontractors were notified that since our contract was with Central Paving that we should probably be dealing with them; however, in order to expedite the matter we were willing to listen to their claim directly.

Mr. Dole then stated that he had contacted Mr. Art Wood of Central Paving and had been informed that Central Paving was perfectly willing for the subcontractors to handle this matter directly with the State. Further, they would rather not become involved at this time, however they would follow up on the claim if no settlement could be reached.

The main issue involved is the question of how much excavating, as well as its price category, to wit: general or embankment foundations, was done by the subcontractor over and above what was called for in the contract.

The subcontractors claim that in order to rebuild the fills they were directly ordered by the Resident Engineer, John Gunter, to cut deeply into the base of the existing fills, remove the dirt, mix it with additional material, and then terrace and re-establish the slope lines. Mr. Henry Miller claims all this work should be classified as embankment foundation, under page 4 of the Special Provisions, at \$1.25 per yard. His attorney, Mr. Dole, did not agree with his client that all the work should be embankment foundation, but that some of it should probably be so classified and some of it listed as general excavation.

It was the position of the Highway Department that even if any additional bank excavation was done it should be classified as embankment construction under the general contract provisions as set forth in paragraph 2.4.9 in the general contract specifications. This paragraph provides that when a contractor rebuilds slopes by terracing, which was done in this case, the contractor should be paid the same as for any general excavating work.

Mr. Dole produced a chart which had been prepared by an individual named Roger H. Gee who is a professional engineer in Roseburg. Mr. Gee was not on the job but apparently, following the job completion, obtained cross section profiles from the Highway Department and then talked to the subcontractors' foreman and "cat" operators who informed him "from their memory" as to how much additional excavation work was actually at each of the fills. On one of the fills, I believe between 785 and 787 (East-side), the chart indicates the original bank was cut back as much as 50' at the base. Mr. Morgan, after examining the chart, made a statement to the effect that such a cut would be virtually impossible from an engineering standpoint without the entire existing fill caving off. Based on Gee's chart and estimate it would appear that the subcontractors could have excavated as much as 245,826 yards over and above the contract. Following the completion of the work the subcontractors made an oral claim to the Division Engineer for 182,000 yards.

It was agreed that at no time have the subcontractors ever written to the Resident or Division Engineers, or anyone else, as provided in the general contract provisions under section 1.9.6, in order to notify them that they were going to claim extra compensation. Miller claimed that sometime in June, 1960, he orally told the Resident Engineer, Mr. Gunter, he was going to claim for additional work.

At this point the general discussion revolved around what was and what was not ordered. The subcontractors claim that Resident Engineer Gunter directly ordered all of this additional excavation. Mr. Gunter directly denies that he ordered any such extensive excavation and that in some cases it may have been necessary to take some dry material from the existing banks to mix with the new material to repair the slopes, but this is something the contractor is required to do in any case if he is going to terrace and rebuild slopes and place acceptable material in them. The Resident, although present during the entire job, has no diary notes or other reports indicating that the subcontractors were exceeding the excavation provided in the contracts. Further, he claims that he does not recall the subcontractors ever making a claim for additional excavation. Also, if they had made additional excavations, they would not have gone into the slopes more than 4 feet.

The job inspector, Mr. Maynard Holmes, made continuous inspections of the work and he supports the Resident's statement to the effect that he saw none of the extensive excavating claimed by the subcontractors. He agrees, however, that at least at one station (537), there was some mud at the base of the fill and that the contractors may have had to remove some of this material and make some small cuts into the existing fill.

Mr. Chandler, who was also present on the job at various occasions, stated that the subcontractors' foreman told him they had to cut into the slopes to get dry material.

Mr. Dole claims that he has talked to at least seven of the workmen for the subcontractors who will support his contention that the Resident did order the extra excavation at various times. Mr. Dole has taken statements from these men, and, although he didn't produce them for the State's inspection at this time, he promised they would be available if the State wishes them. Also, Mr. Dole did not wish the State to have a copy of his profile chart since he stated he was convinced that he had not made any allowance for the haul road excavation which would be the contractors' responsibility without additional compensation.

At this point it should be mentioned that the State has already approved and paid for approximately 40,700 yards extra of general excavation for terracing on this project. This was paid under the general excavation price to the prime contractor. On March 22, 1961, however, Mr. Dole notified the prime contractor that this payment was unacceptable to the subcontractors as a settlement of their claim, and would be acceptable only as a partial payment and applied on their final claim.

The conference was closed without the State making any further counter offers or promises, except that (1) the State would review the job sections as completed by the subcontractors and compare them with the finished profile of the sections as completed by the original prior grading contracts; and (2) attempt to compute the fair amount of yardage

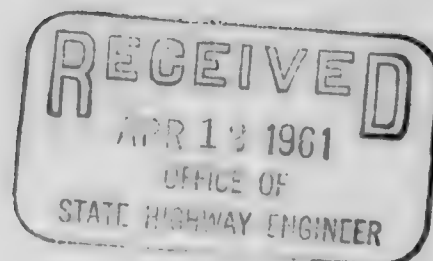
Page 4

that we believe should be allowed under general excavations for any additional work the subcontractors might have done in terracing and replacing the slopes pursuant to the general specifications section 2.4.9.

FRANK C. MCKINNEY
Chief, Office Section

FCMcK:ks

cc: Frank Morgan
Tom Edwards
Forrest Cooper
L. I. Lindsay



RECEIVED
MAR 31 1961

FOR FILING

F-109(10)
5584

*Wes Cook
note on card*

March 30, 1961

Rhoten, Rhoten & Speerstra
Attorneys at Law
Pioneer Trust Building
Salem, Oregon

Attention: Mr. William B. Wyllie

Dear Mr. Wyllie:

In accordance with your request of March 29, 1961, we are enclosing a certified copy of the contract and bond covering the Central Paving Company's State Highway Contract No. 5584.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

Encl.
CWH:mb

NOTED ON CARD

[Signature]

GEO. A. RHOTEN
J. RAY RHOTEN
SAM F. SPEERSTRA
ERVIN W. POTTER
MYRON L. ENFIELD
WILLIAM B. WYLLIE

RHOTEN, RHOTEN & SPEERSTRA

ATTORNEYS AT LAW
PIONEER TRUST BUILDING

SALEM, OREGON

March 29, 1961

Secretary
State Highway Department
State Highway Building
Salem, Oregon

#5584

Dear Sir:

In accordance with ORS 279.512 we are hereby requesting a certified copy of the contract and bond for work performed by the Central Paving Company as prime contractor under a contract bearing the title "Slide Correction & Paving, Davis Slough-Bullards Bridge Section, Oregon Coast Highway, Coos County, January, 1960".

Enclosed find an affidavit as prescribed by ORS 279.515.

We would appreciate your sending these documents as soon as possible.

Yours truly,

RHOTEN, RHOTEN & SPEERSTRA

By *William B. Wyllie*

WBW/m
Enclosure

See please hand



A F F I D A V I T

STATE OF IDAHO)
)ss
County of Ada)

I, EVAN L. HENDRICKS, being duly sworn, depose and say that I am the Secretary-Treasurer of the MARCUM TRUCKING CO., INC., a corporation organized under and by virtue of the laws of the State of Idaho and in whose behalf I make this affidavit:

That Bernard L. Delsman, Sr., and Bernard L. Delsman, Jr., a partnership doing business as Delsman Trucking Company, furnished labor and equipment for hauling materials for the prosecution of work provided in the contract under which Central Paving Company is the prime contractor and which bears the title "Slide Correction & Paving, Davis Slough-Bullards Bridge Section, Oregon Coast Highway, Coos County, January, 1960"; that \$ 13,392⁸⁷ is unpaid and is now due and owing Bernard L. Delsman, Sr., and Bernard L. Delsman, Jr., dba Delsman Trucking Company, on account of said work;

That on the 5th day of September, 1960, Bernard L. Delsman, Sr. and Bernard L. Delsman, Jr., dba Delsman Trucking Co. executed Assignment of Monies Due in favor of Marcum Trucking Co., Inc. in which they assigned all of their interest in and to monies due or to become due by virtue of work performed on the above-mentioned contract to Marcum Trucking Co., Inc.

That \$ 13,392⁸⁷ is unpaid and is now due and
owing MARCUM TRUCKING CO., INC. on account of said Assignment.

This Affidavit is made in compliance with ORS 279.515
and in support of a request addressed to the Honorable Howell
Appling, Jr., the Secretary of State for the State of Oregon,
for a copy of the contract and bond furnished by Central
Paving Company with respect to the above mentioned contract.

Evan F. [Signature]
SUBSCRIBED AND SWORN to before me this 28th day of March,
1961.

Charles Owensby
Notary Public for Idaho
Residence: Boise, Idaho
My Commission expires: Dec. 31, 1962

RECEIVED
MAR 17 1961

FOR FILING

408 State Highway Building
Salem, Oregon

F-109(10)
Mr. W. C. Williams, State Highway Engineer Salem, Oregon
5584

March 16, 1961

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

C. G. Folk, Division Engineer
08-35.4-DB Salem, Oregon

Oregon Project F-109(10), Davis Slough-Bullards Bridge Section
Oregon Coast Highway
Order for State Force Work No. 2 - Supplemental # 1
Install Horizontal Drains
Total estimated cost \$3,500.00 - Federal Funds \$2,100.00

Reference is made to your letters dated 8-26-60 and 3-14-61 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PFM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.
3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

Porter

RECEIVED
MAR 15 1961

FOR FILING

I-109(10)
5544

March 14, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2 (Supplemental), Account No. 233, covering the installation of horizontal drains on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5584, in connection with Federal Aid Project No. F-109(10).

Order for State Force Work No. 2 covering the installation of horizontal drains was approved by the B.P.R., August 3, 1960. The work required to correct sliding conditions is much greater than originally anticipated.

Your approval of the additional work in the amount of \$3,500.00, with Federal participation of \$2,100.00, on the basis of actual cost under the provisions of FPM 30-4, is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

A. L. Porter
Office Engineer

Enclosure
DBP:cr

RECEIVED
FEB 7 1961
UNITED STATES GOVERNMENT
Memorandum
FOR FILING

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

TO	F-109(10)
	Mr. W. C. Williams, State Highway Engineer
	Salem, Oregon
	5584

DATE: February 2, 1961

By: *D. M. Emrich*
D. M. Emrich
Acting Division Engineer

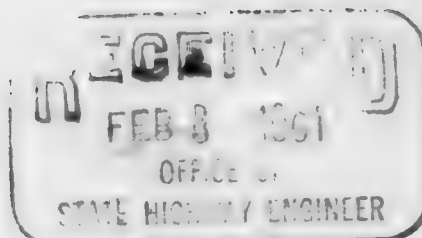
FROM : C. G. Polk Division Engineer
08-35.4-DB Salem, Oregon

SUBJECT: Oregon Project F-109(10)
Davis Slough-Bullards Bridge Section, Oregon Coast Highway

Reference is made to your letter of January 25, 1961 requesting approval of a deviation from contract specifications in connection with the gloss rating of signs to be installed on the subject project.

Approval of your request is hereby granted on the basis of the justification set forth in your letter.

It is assumed that there will be no increased cost to the project due to such deviation from the original specifications.



RECEIVED
JAN 31 1961

FOR FILING

F-109(10)
5544

January 30, 1961

Traffic Safety Supply Company
2324 S. E. Umatilla St.
Portland 2, Oregon

Attention: Mr. R. W. Nelson
General Manager

Gentlemen:

This is to acknowledge your letter of January 27 concerning Central Paving Co. Contract No. 5584 for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

The surety furnishing the performance bond on this contract is United Pacific Insurance Co., through Victor S. Risely Co., 223 Board of Trade Building, Portland 4, Oregon.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp



TRAFFIC SAFETY SUPPLY COMPANY

Manufacturers and Distributors

2324 S. E. UMATILLA ST. PORTLAND 2, OREGON

BE lmont 5-8531

January 27, 1961

Mr. Floyd Query, Secty.
Oregon State Highway Commission
Salem, Oregon

SUBJECT: Oregon Highway Contract #5584
Davis Slough-Bullards Bridge Section
Prime Contractor: Central Paving Co.

Dear Mr. Query:

Please advise name and address of company furnishing performance bond on the above contract.

Since this account is long past due, we wish to protect our claim under the bond.

Very truly yours,

TRAFFIC SAFETY SUPPLY CO.

R. W. Nelson
General Manager

RWN/lrm



NOTED
C. W. HEAD

RECEIVED
AN 26 1961

F109 (10)
5584

January 25, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Davis Slough-Bullards
Bridge Section
Oregon Coast Highway
Project F-109(10)

Dear Sir:

The above contract concerns paving and signing on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway. The specified gloss rating for Type "A" (porcelain enamel on aluminum extrusions) is from 68 to 73 units. The gloss rating on the signs installed was found to be 86 units.

Subsequent to the letting of this contract, it was learned that a higher gloss rating resulted in greater durability without hindering the visibility of the signs. As a result, the specified gloss rating was raised for future contracts.

It is requested that you approve the deviation from contract specifications and acceptance of the signs with the higher gloss rating.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

VPJ:pk as

FORM CD-121
(9-72-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

7-109(10)
TO : Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

DATE: December 23, 1960

5584
FROM : C. C. Folk, Division Engineer
08-35.1 Salem, Oregon

NOTED
W. C. WILLIAMS

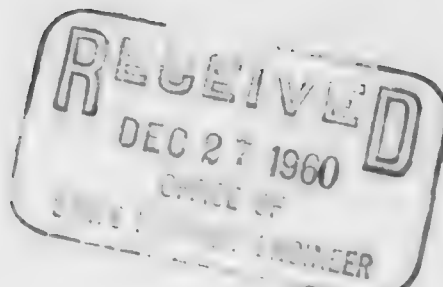
SUBJECT: Davis Slough-Bullards Bridge Section, Oregon Coast Highway
Project F-109(10), Contract 5584

A report covering an interim inspection of the above project indicates that the State will open it to traffic on December 30.

Your decision to open the road to traffic is, in our opinion, unwise for the reason that the two mile section protected with but one lift of bituminous base course will quite likely break up under heavy truck traffic. Should this occur, water penetrating into the highly erodable fine sand subgrade could cause major embankment slip-outs such as those which have occurred in the past two years.

We assume that, as the State did not bring the matter of opening the project to traffic to our attention, Federal participation will not be requested for repair of damages to the project resulting from winter traffic.

Edu



NOTED

RECEIVED
DEC 12 1960

FOR FILING

7-119 (10)
5544

December 9, 1960

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the placing of shale material on fill slopes and in ditches on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5584, in connection with Federal Aid Project No. F-109(10).

This work is necessary for erosion control of fill slopes and ditches. Many of the fills are of sandy material. Ditches were necessarily constructed in like material. To control erosion it is necessary to stabilize them. This was an anticipated item of the project and \$10,000 included in the project authorization to cover it. This order, with Order for State Force Work covering the placing jute mesh in some of the ditches, will constitute an overrun of \$6,451 on this item, but will not overrun the total authorization.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

RECEIVED
DEC 8 - 1960

FOR FILING

7-109 (10)
84

December 7, 1960

Mr. Joseph D. Lane
Attorney at Law
Moore Hotel Building
Ontario, Oregon

Dear Sir:

This is to acknowledge your letter of December 2 on behalf of your client, Re-Tread Hut, Ontario, stating that Delsman Trucking Co., subcontractor for Roy L. Houck & Sons, owe them \$1,241.16 for tires in connection with the Houck contract. This appears to be in connection with the Roy L. Houck & Sons and Roy L. Houck Sons' Corporation Contract No. 5298 for grading the Ontario-Idaho Line Section of the Old Oregon Trail Highway in Malheur County.

This contract was completed June 10, 1959 and accepted by the State Highway Commission on September 24, 1959.

The American Casualty Co. of Reading, Pa., through Huggins Insurance Agency, 373 N. Church St., Salem, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

As you know, the six months time limit has expired but if your client wishes to file a claim, it should be filed with the Secretary of State. In the meantime, we will note this information in our records and will advise the surety and the contractor that it has been received.

Central Paving Company had one contract in Coos County which was completed, and another one which is still in progress, as follows:

1. Contract No. 5695 - for paving the Bandon-South Twomile Creek Section of the Oregon Coast Highway.
Completed September 17, 1960 and accepted by the Highway Commission on September 29, 1960.
Surety - United Pacific Insurance Company, through Victor S. Risley Co., 223 Board of Trade Bldg., Portland, Oregon, 4.

NOTED ON CARD

cc

Mr. Joseph D. Lane

December 7, 1960

Page 2

2. Contract No. 5584 - for paving and slide correction on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway.

Uncompleted.

Surety - United Pacific Insurance Co., through
Victor S. Risley Co., 223 Board of Trade Bldg.,
Portland 4, Oregon.

Our Construction Division has no record of Deleman Trucking Co. doing subcontract work for Central Paving Company on either of the above jobs. However, they may be subcontractors but are unlisted with our Construction Division. If you are able to determine the particular contract on which Deleman Trucking Co. performed work for Central Paving Company as a subcontractor, please inform this office.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

RECEIVED
DEC 8 - 1960

FOR FILING

7-109 (10)
Mr. W. C. Williams, State Highway Engineer Salem, Oregon
5584

C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

408 State Highway Building
Salem, Oregon

December 7, 1960

By:

D. H. Harich
Acting Division Engineer

Oregon Project F-109(10), Davis-Slough-Bullards Bridge Section
Oregon Coast Highway
Order for State Force Work No. 5
Estimated Cost \$11,140.00
Federal Participation \$6,684.00

Reference is made to your letter dated November 29, 1960 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with FPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Poster

RECEIVED
DEC 10 1960

408 State Highway Building
Salem, Oregon

FOR PROJECT
7-109(10)

Mr. M. C. Williams, State Highway Engineer Salem, Oregon
<i>584</i>

C. C. Folk, Division Engineer
08-35.8-BB Salem, Oregon

December 6, 1960

By: D. M. Harich
Acting Division Engineer

Oregon Project F-109(10)
Davis Slough-Bullards Bridge Section
Oregon Coast Highway
Order for State Force Work No. 4

Reference is made to your letter dated November 28, 1960 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with FPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Order

RECEIVED
NOV 30 1960

FOR FILING

7-119 (10)
5584

November 29, 1960

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Form No. 5, account No. 221-231, covering seeding and mulching on the Davis Blough-Salters Bridge section of the Oregon Coast Highway in Coos County, Contract No. 5542, in connection with Federal Aid Project No. F-109(10).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Wire netting is necessary on some of the critical slopes, which are showing distress in severe storms, to hold the soil.

Your approval of this order on actual cost basis under the provisions of WPA 21-2.3 is requested. It has been verbally approved by the BPR District Engineer.

The total estimated amount of the order is \$11,140.00, with Federal participation of \$6,600.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

A. L. Porter
Office Engineer

DBP:jb
ms.

RECEIVED
NOV 28 1960

FOR FILING

7-109 (10)
5584

November 28, 1960

Mr. C. C. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of order for State Force Work No. 4, Account No. 234, covering the installation of jute mesh in roadside ditches on the Davis Slough-Bullards Bridge section of the Oregon Coast Highway in Clatsop County, Contract No. 574, in connection with Federal Aid Project No. F-109(10).

It is necessary to stabilize the roadside ditches which are in eroded material. It was originally proposed to use a granular material and funds were included in the project authorization to cover the work. Part of the work is not suitable for using rocky material for this stabilization and it is proposed to place jute mesh in these sections.

The contractor is not working on this project at the present time. It is necessary that the work be done in order to prevent erosion of the ditches. The State Division Control crew is available and expecting to start this work the first of this week. These men are familiar with this type of work and can do it more economically than an outside crew or the contractor, who is not equipped for it. The order has been verbally approved by the WPA Division Engineer.

The total estimated amount of this order is \$2,520.00 with Federal participation of \$1,512.00.

Your approval of this order on actual cost basis under the provisions of PM 21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

W. C. Williams

For
E. L. Porter
Office Engineer

DBP:jb
msc

RECEIVED
FORM E-30 NOV 7-60

FOR FILING
7-109 (10)

5584

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

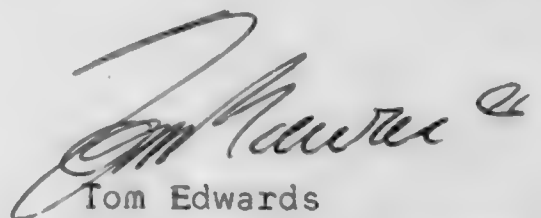
October 31, 1960

SUBJECT: Davis Slough-Bullards
Bridge Section

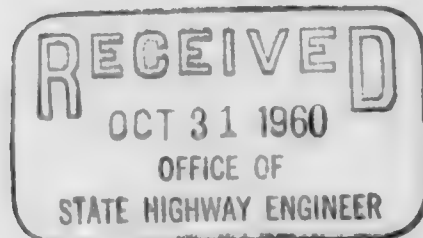
To: Mr. Forrest Cooper
Deputy State Highway Engineer
BUILDING

The bottom lift of base stabilization is complete on this section. Approximately six days paving remain to complete the top lift of base stabilization. The wearing service is complete on the southerly half portion of the project. There is a fill settlement immediately south of the Davis Slough Bridge. Additional counter balance has been placed and the fill surcharged. When the base stabilization is complete the surcharge will be cut off and the section open to traffic.

I was over the project when I went south on my vacation. It looks good and the decision to open is sound.


Tom Edwards
Construction Engineer

TE:jk



NOTED
FORREST COOPER

RECEIVED
OCT 27 1960

FOR FILING

4-109 (11)

5584

Salem, Oregon
October 27, 1960

Davis Slough-Bullards
Bridge Section

Mr. Tom Edwards
Construction Engineer
OFFICE

I note Mr. Klaboe's memorandum re the Davis Slough-Bullards Bridge Section dated October 26.

I see no objection to opening this route if conditions are such that it is a feasible maneuver; however, I would not be inclined to rush into some sort of an opening that would later cause us trouble.

I suggest that you give this careful, personal attention.

Forrest Cooper
Deputy State Highway Engineer

FC:fn

cc Mr. W. C. Williams

RECEIVED
OCT 28 1960

FOR FILING

7-109 (10)

5584

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 26, 1960

SUBJECT: Davis Slough-Bullards Bridge
Section

To:

MEMO TO THE FILES

Morgan called today with following information:

1. Base lift (3 inches) of stabilized base is all on.
2. Six or seven paving days will finish up all the rest of the stabilized base.
3. Three or four paving days of these 6 or 7 days are required in order to get the curbs on and control erosion.
4. As long as weather remains good paving will continue. He expects to get all the stabilized base on this year.
5. No further wearing surface will be placed.
6. He probably will recommend opening the job to traffic about November 20 - December 1.
7. Sand ditches are eroding badly already and need stabilization treatment. Will forward order for stabilizing them with shale rock or jute mats immediately.
8. He does not believe traffic will damage the stabilized base surface as hauling vehicles have shown no tendency to do so.
9. Signs, guard rail, etc., will be handled in the contract and should present no problem.

Tom Edwards
Construction Engineer

By

F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper
F. D. Morgan

NOTED
FORREST COOPER

RECEIVED
OCT. 18 1960

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

7-109(10)
554

.....Salem, Oregon.....

.....October 17, 1960.....

SUBJECT: Davis Slough-Bullards Bridge

To:

Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Mr. Grandall, Traffic Engineer, has recommended that painted refuge lanes be eliminated at certain locations on this project. A copy of his letter, which itemizes these areas, is enclosed.

Please follow the recommendations set forth by Mr. Grandall.

Tom Edwards
Construction Engineer

By

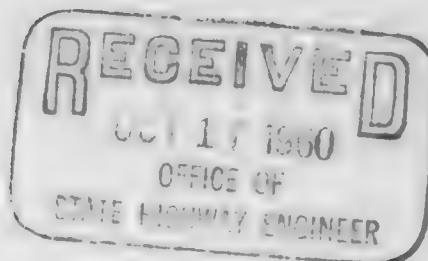
F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

cc Forrest Cooper
F. B. Grandall
John Gunter

NOTED
FORREST COOPER



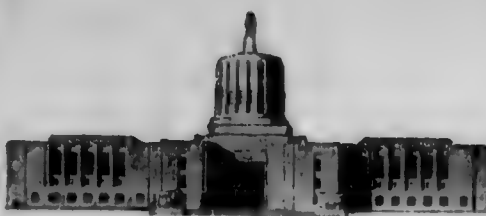
RECEIVED
OCT 5 - 1960

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLANDKENNETH N. FRIDLEY, MEMBER
WASCOGLENN L. JACKSON, MEMBER
MEDFORDFLOYD QUERY, SECRETARY
SALEM

FOR FILING

7-109/100



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 4, 1960

NOTED
W. C. WILLIAMS

Mr. Emerson B. Page
Secretary
Central Paving Company
P. O. Box 38
Independence, Oregon

Davis Slough-Bullard Bridge Section
Oregon Coast Highway
Contract No. 5584

Dear Sir:

With reference to your letter of September 23, I wish to advise that we looked into the matter in which you viewed with some alarm gradation of pitrun materials occurring in the State-furnished source. In this connection, Mr. Oscar White, Assistant Engineer of Materials, directed the sampling of the pit on September 28. Results of this sampling and the average of our samples taken before this job was let to contract are shown below:

Screen Size	Sampled 9-28-60	Average of Preliminary Samples
3/4	7.5	7.5
1/2	20.1	8.7
10	25.5	18.1
P10	46.9	65.7

From this it is obvious that the material being used requires less 10 - 0 rejection than the material was anticipated to require when the specifications for this job were written. The test shows that there is available better material than there was believed to be on the basis of the preliminary samples.

Very truly yours,

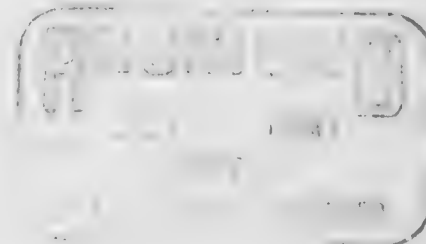
W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

LHY:fp

cc W. C. Williams
J. D. Morgan
John Gunter
G. W. Harra



... CENTRAL PAVING COMPANY



PLANTS: SALEM • DALLAS • INDEPENDENCE • • • • MAILING ADDRESS: P. O. BOX 38 INDEPENDENCE, OREGON

TELEPHONE:
SALEM: EMPIRE 3-5468
DALLAS: MAYFAIR 3-4141
INDEPENDENCE: 231

September 23, 1960

Oregon State Highway Commission
Salem, Oregon

Re: Davis Slough-Bullards Bridge Section
Oregon Coast Highway
Contract #5584

Gentlemen:

This letter is to confirm the conversations we have had recently concerning the fact that the materials pit on the referred to project indicates that a shortage of gravel (coarse material) may result. We have discovered the gravel lies in "pockets" and pinches out without warning.

This problem has been brought to the attention of both the Resident Engineer and the Assistant Division Engineer.

Very truly yours,

CENTRAL PAVING CO.

Emerson B. Page
Emerson B. Page
Secretary

EBP/dp

cc: Gunter

Morgan



CONSTRUCTION DIVISION
RECEIVED
SEP 26 1960

NOTED--☐ ☐ ☐ ☐ ☐
CE AGG AGG GOG

RECEIVED
1960

FOR FILING

7-109(10)
5584

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

August 30, 1960

By:
D. M. Harich
Acting Division Engineer

C. G. Polk, Division Engineer
08-35.4-DB Salem, Oregon

Oregon Project F-109(10), Davis Slough-Bullards Bridge Section
Oregon Coast Highway
Order for State Force Work No. 2, Install Horizontal Drains
Total estimated cost \$6,500
Federal Funds \$3,900

Reference is made to your letter dated August 26, 1960 concerning subject order.

We are approving the use of State forces as being in the public interest under provisions of PFM 21-6.3 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has the necessary special boring equipment and trained personnel to perform the work most economically.
3. The work needs to be performed as the contractor's work progresses and necessity arises, in order to remove extensive subsurface drainage and, thereby, prevent extensive slide action and damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

Reimbursement will be made on an actual cost basis.

Porter

RECEIVED
AUG 29 1960

FOR FILING

7-109 (10)
5514

August 26, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force work No. 2, Account No. 233, covering installation of horizontal drains on the Davis Slough-Bullards Bridge section of the Oregon Coast Highway in Coos County, Contract No. 5544, in connection with Federal Aid Project No. F-109(10).

This work is necessary to drain underground water in the slide area between Stations 524 and 528.

The contractor is not equipped to do this work. The State has the necessary special equipment and crews to do the work more economically than by separate contract. The special equipment is not readily available from private sources and the work will need to be coordinated with the State contract work. Verbal approval has been given by the SRR Area Engineer.

The total estimated amount of the order is \$6,500.00 with Federal participation of \$ 3,400.00.

Your approval of this order under the provisions of RRS 21-6.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

RECEIVED
JUN 10 1960

FOR FILING

F 109(10)
5574

June 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering extra clearing in slide areas south of Station 700+50 on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5584, in connection with Federal Aid Project No. F-109(10).

When the plans for this project were prepared, it was not anticipated slide removal would be necessary south of Station 700+50. It is necessary in areas as indicated on the order.

In order to do this slide removal it is necessary to do extra clearing and to salvage and reinstall No. 2 fence placed under the grading contract. The slide removal and required drainage will be done under contract item. There is no item to cover the clearing, which is outside of the anticipated and staked areas.

This work has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DEP:bb

Enc.

RECEIVED
APR - 7 1960

FOR FILING

F-109(10)

April 6, 1960

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County, Contract No. 5584, in connection with Federal Aid Project No. F-109(10).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:sw
Encl.

RECEIVED
MAR 23 1960

FOR FILING

F-109(10)
5584

March 29, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 23, 1960, on Contract No. 5584, Davis Slough-Bullards Bridge Section, in Coos County, in connection with Federal Aid Project No. F-109(10).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

RECEIVED
MAR 7 1960

FOR FILING

COMMISSIONERS
M. R. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

F-109001

5584



STATE OF OREGON
STATE HIGHWAY DEPARTMENT

SALEM
March 4, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Central Paving Company
P. O. Box 38
Independence
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5584, awarded January 28, 1960,
for paving-slide correction on the Davis
Slough-Ballards Bridge Section of the
Oregon Coast Highway in Coos County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
JAN - 2 1960

FOR FILING

F-109(10)

When replying, refer to:
08-35.1

108 State Highway Bldg.
Salem, Oregon

January 28, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5584 for Oregon Project F-109(10), Davis Slough-Bullards Bridge Section of the Oregon Coast Highway, to Central Paving Company of Independence, Oregon, low bidder in the amount of \$1,092,300.36, at the January 21, 1960 bid opening.

Very truly yours,

C. G. Folk
Division Engineer

*orig
Folk*

NOTED

RECEIVED
JAN 29 1960

FOR FILING
F-109(10)
5384

January 28, 1960

Central Paving Company
P. O. Box 38
Independence, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 3584 for paving, slide correction and signing on the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway in Coos County.

This award was based on your bid of \$1,092,300.36 on Alternate "A", which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

me

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC

RECEIVED
IDAHO
MONTANA
OREGON
WASHINGTON
DEC 29 1959

FOR FILING

F-109(10)

When replying, refer to
08-35.8-DB

5584

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

408 State Highway Building
Salem, Oregon

December 28, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Proposed Oregon Project F-109(10)
Davis Slough-Bullards Bridge Section
Oregon Coast Highway

Dear Sir:

It is noted that plans for the subject project includes the construction of concrete curbs along the shoulders to prevent erosion of slopes.

We thoroughly agree with the construction of curbs through the designated areas but due to the character of soils traversed by the project, it is our opinion that settlements of sufficient magnitude to crack the concrete is very apt to occur and that, therefore, construction of bituminous curbs is preferable in that initial cost of the work is more economical and repair of damaged bituminous curbs is easier and less costly than those of concrete construction.

It is our recommendation that bituminous curbs be substituted for the proposed concrete curbs.

Very truly yours,

C. G. Polk
C. G. Polk
Division Engineer

File in



NOTED
V. R. JONES

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

Salem, Oregon
December 28, 1959

Mr. R. L. Porter
OFFICE

Closure:
Seven Devils County Road
Coos County

Attention: Mr. V. G. O'Neil

NOTED
V. R. JONES

Attached is a copy of a letter from the Coos County Court
authorizing the closure of the Seven Devils County Road during con-
struction of the Seven Devils Road Connection.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

cc: Tom Edwards

NOTED
JOHN D. GRAHAM



COQUILLE, OREGON

December 22, 1959

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. John F. Hagemann,
Assistant County & City Relations Engineer

Gentlemen:

By this letter the Coos County Court authorizes the Oregon State Highway Commission or its contractor to close the Seven Devils County Road during construction of the Seven Devils Road Connection for a period of closure not to exceed one month. The section to be closed extends from highway engineer's survey station approximately 15 to approximately 26 as shown on the attached map.

Very truly yours,

COOS COUNTY COURT

James W. Harrison
James W. Harrison
County Judge

Fred A. Kruse

Fred A. Kruse
Commissioner

Walter Barklow
Walter Barklow
Commissioner

NOTED
V. R. JONES

NOTED
C. G. SWENSON

December 21, 1959

Coos County Court
Courthouse
Coquille, Oregon

NOTED
Harold C. Ayers

Gentlemen:

As per Mr. Robb's telephoned request this date, enclosed is a suggested letter, in drafted form, authorizing closure of the Seven Devils County Road during construction by our contractor. If satisfactory, please copy this letter on county stationery, attach one copy of the enclosed map, and forward the signed letter to this office. The other copy of the map should be attached to your file copy.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
JOHN D. GRAHAM

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention: Mr. John F. Hagemann,
Assistant County & City Relations Engineer

Gentlemen:

By this letter the Coos County Court authorizes the Oregon State Highway Commission or its contractor to close the Seven Devils County Road during construction of the Seven Devils Road Connection for a period of closure not to exceed one month. The section to be closed extends from highway engineer's survey station approximately 15 to approximately 26 as shown on the attached map.

Very truly yours,

COOS COUNTY COURT

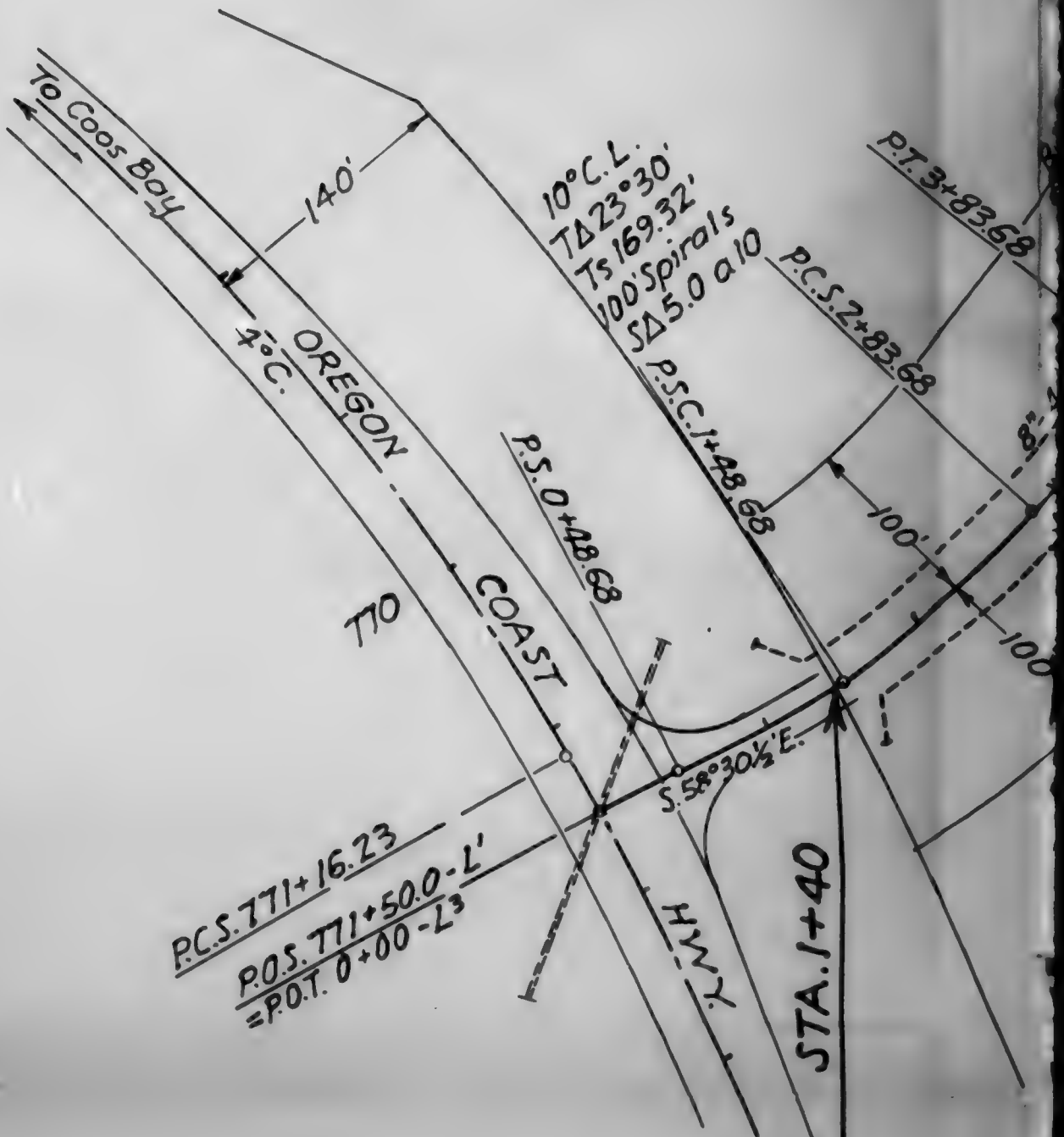
Judge

Commissioner

Commissioner

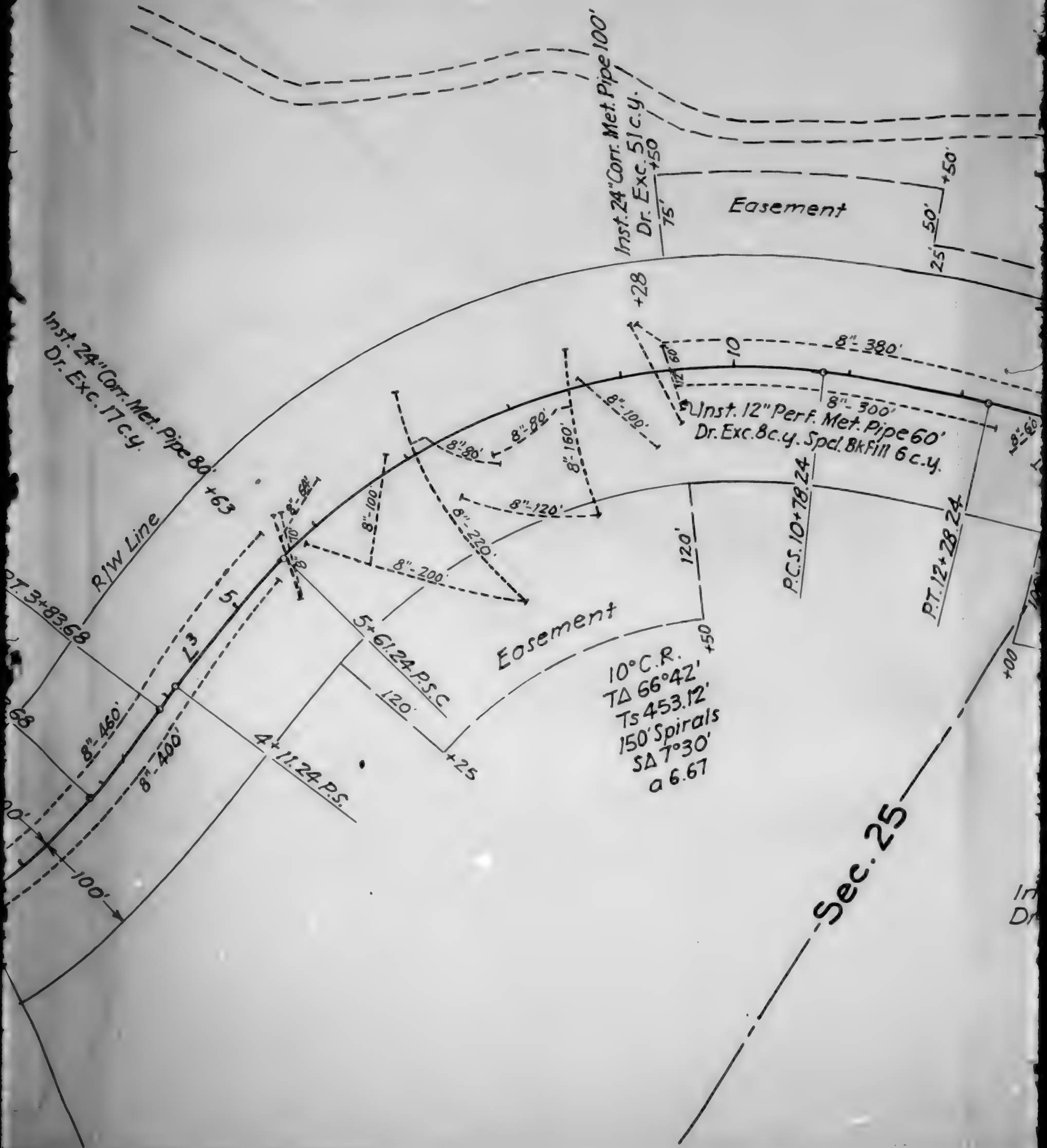
DRAFT, 12/21/59

FINAL SURVEY	NOTE BOOK NO.	SURVEYED PLOTTED TEMPLATE AREAS AREAS CHECKED	BY	DATE

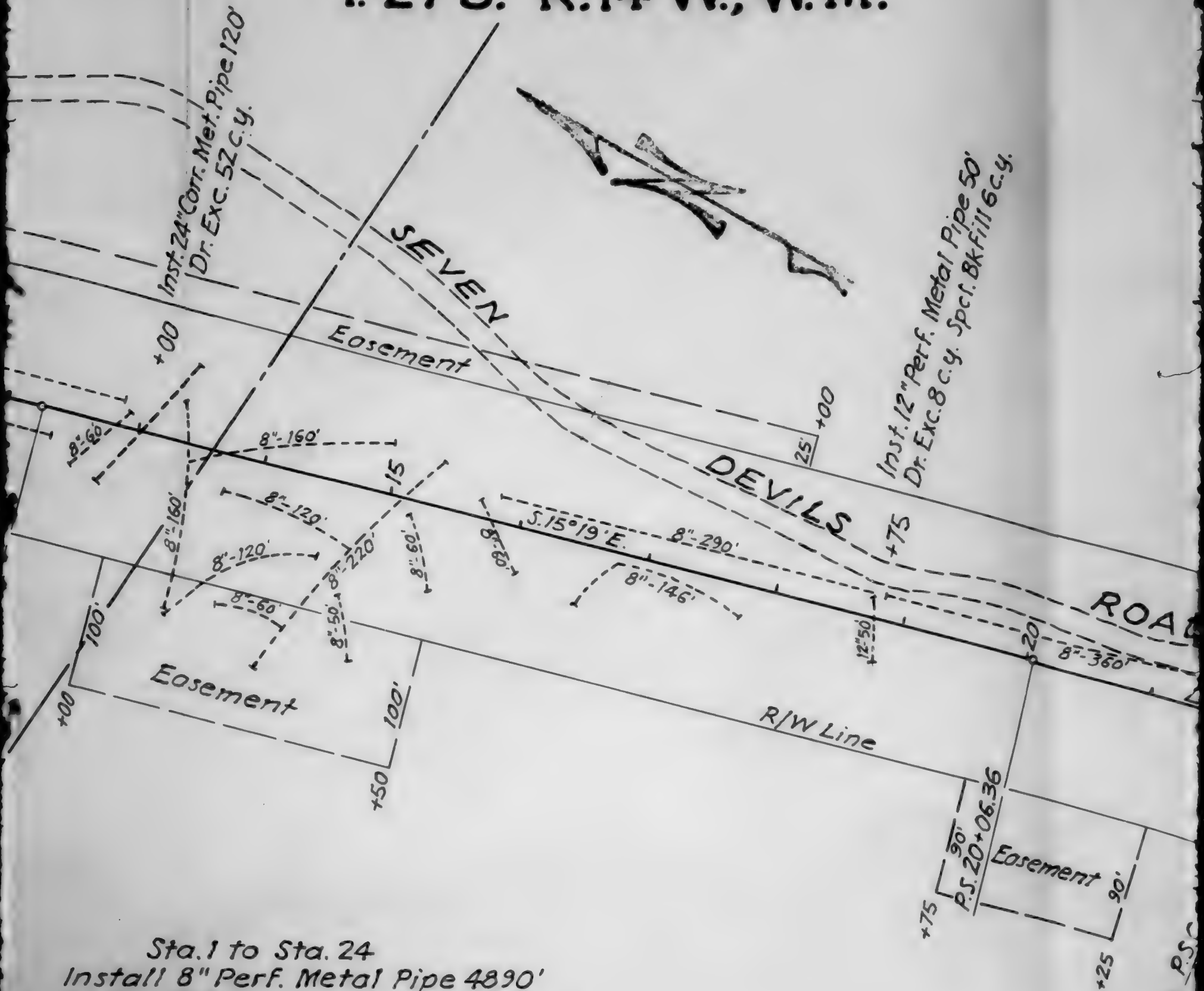


Inst. 24"
Dr. Exc.

LECT



T. 27 S. R. 14 W., W.M.



Sta. 1 to Sta. 24
Install 8" Perf. Metal Pipe 4890'
Dr. Exc. 768 c.y. Special Bk Fill. 639 c.y.
Emb. Fdn. Exc. 140 c.y.

SEVEN DEVILS ROAD R
STATE PROJECT

DAVIS SLOUGH - BULLARDS BRIDGE
OREGON COAST HIGHWAY
COOS COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISC. YEAR
8	OREGON	111	



DAVIS SLOUGH - BULLARDS BRIDGE SEC. OREGON COAST HIGHWAY COOS COUNTY				SHEET No. 5A
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	33A 17		See Index

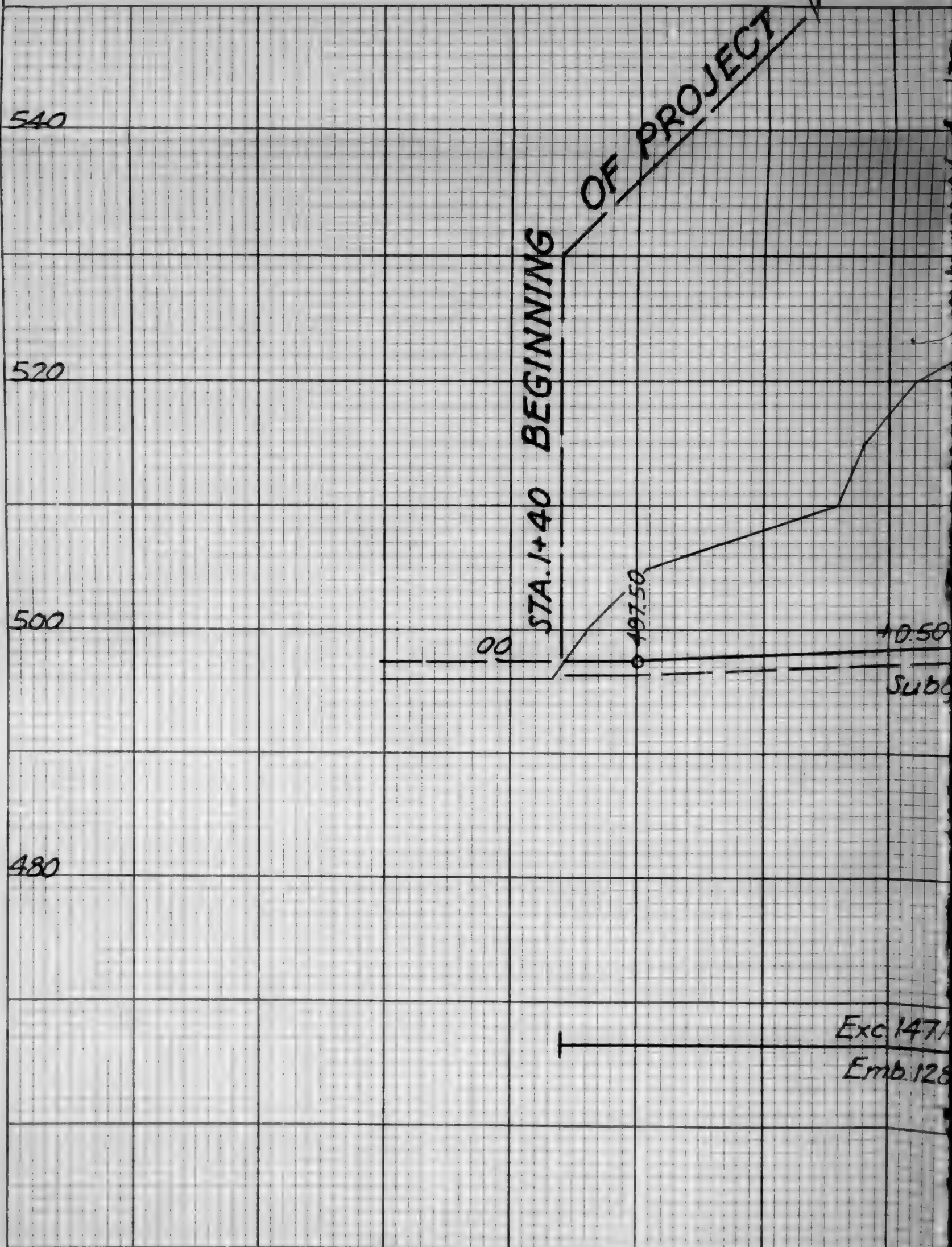


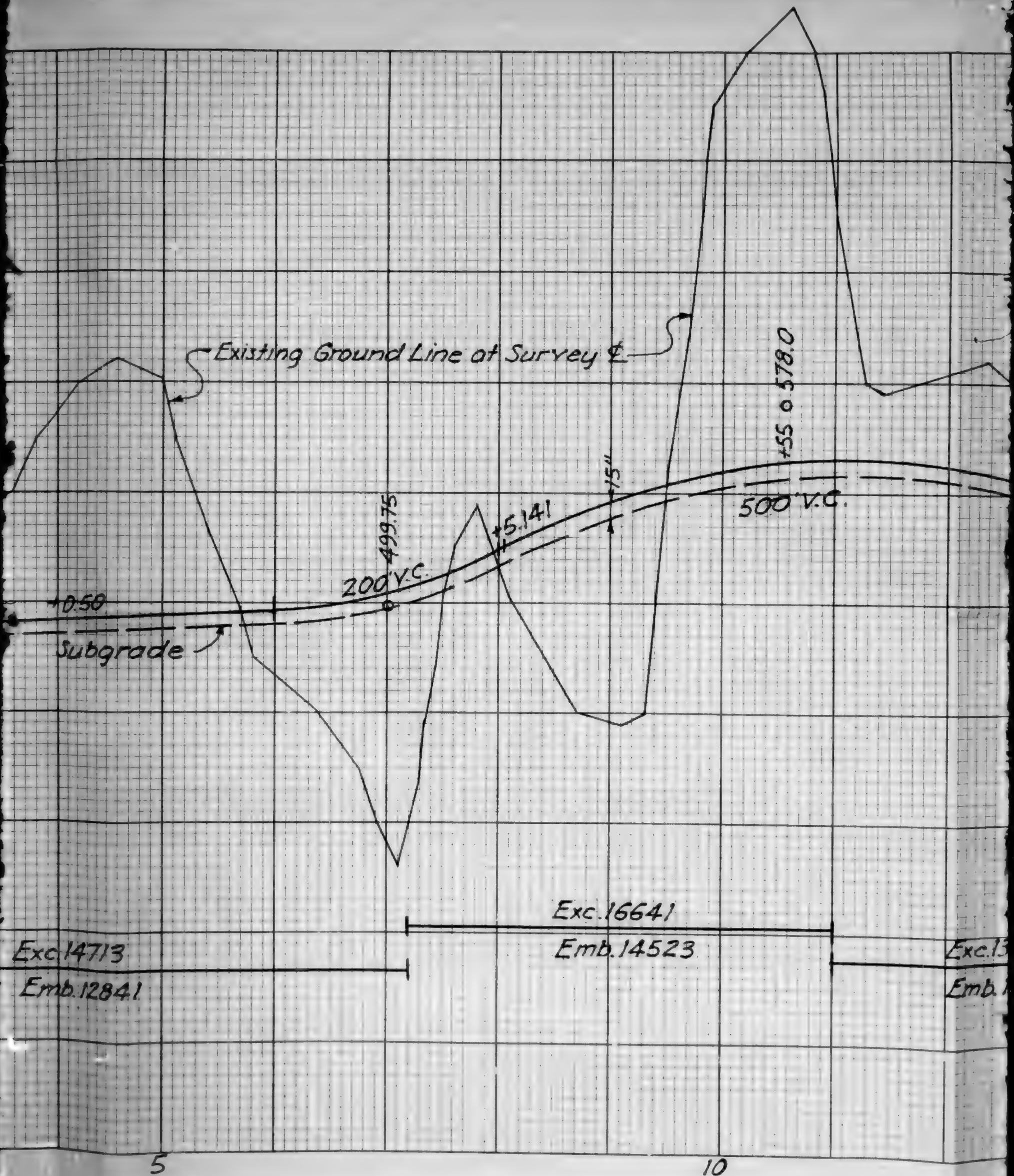
ATION

P.L.
 $\frac{P.O.S. 1.1}{= P.O.T. 0+00}$

12
 STA. 1

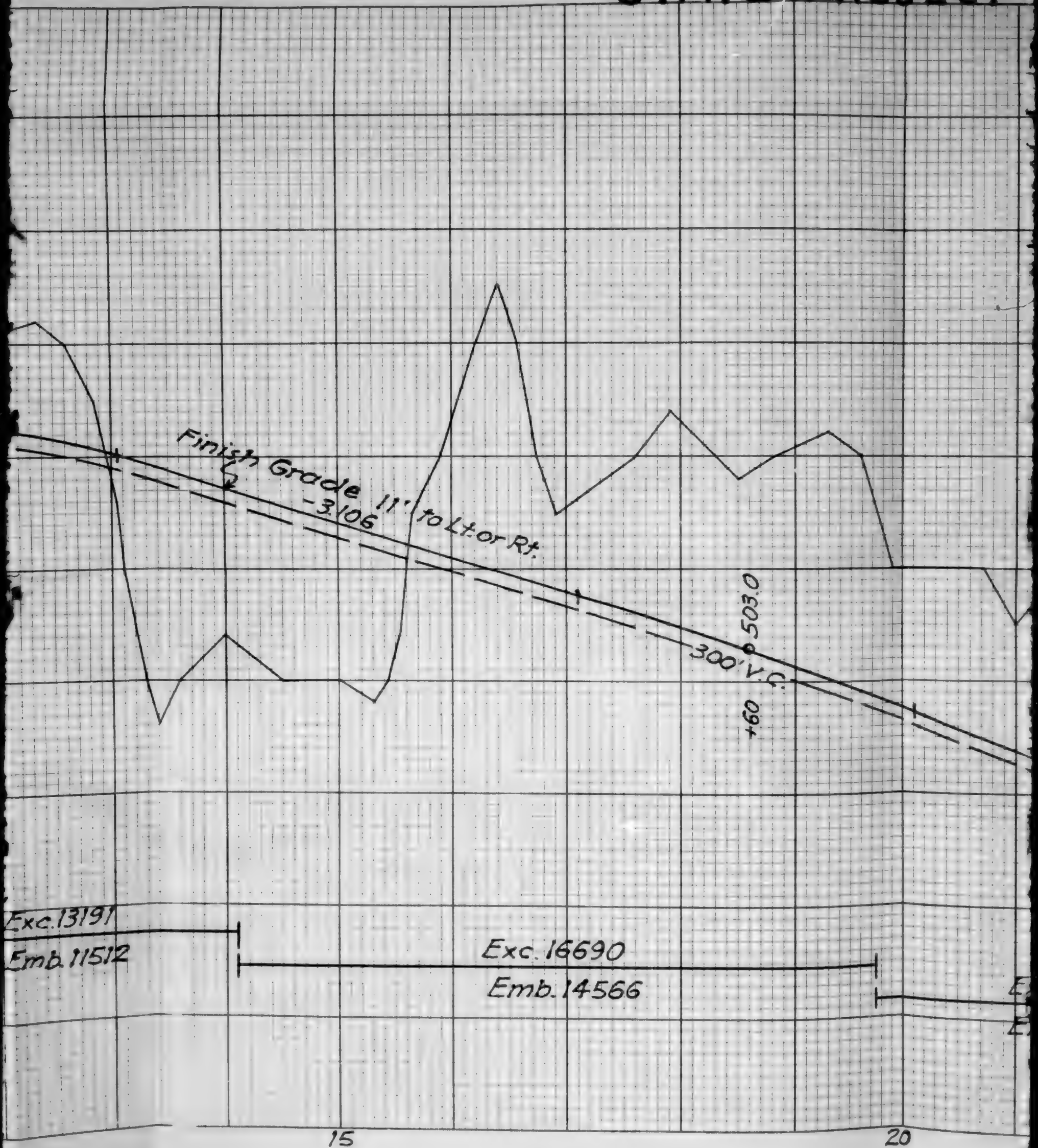
ORIGINAL SURVEY	NO.	DATE	BY	SURVEYED PLOTTED TEMPLATE AREAS AREAS CHECKED





SEVEN DEVILS ROAD R

STATE PROJECT



RELOCATION

ECT

STA. 2

END OF PROJECT

STA. 26+04

465.0

Meet Existing
Surfacing

Exc. 4909

Emb. 4285

Exc. 1746

Emb. 1526

-3.784

TION

STA. 2

END OF PROJECT

STA. 26+04

465.0

Meet Existing
Surfacing

Exc. 1746

Emb. 1526

540

520

500

480

460

25

30

6-8309 Power Jct.-Camas Valley 1960
#5585 Rock Prod. Proj.

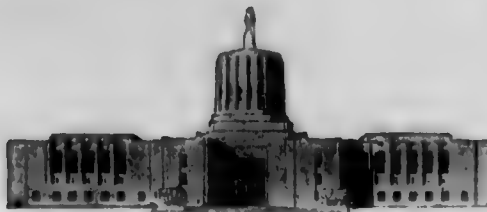
RECEIVED
MAY 3 1961

COMMISSIONERS
FOR FILING
M. K. MCGILL, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

6-8309

5545



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 2, 1961

Mr. Don Dole
Attorney at Law
P. O. Box 587
Roseburg, Oregon

Re: Davis Slough-Bullards Bridge Sec.
Oregon Coast Highway
Contract No. 5585
Prime Contractor: Central Paving
Subcontractor: Miller & Hutchins

Dear Mr. Dole:

On March 28, 1961 a conference was held between your client and representatives of the State Highway Department with respect to a claim which your client has made for additional payment for approximately 245,826 cubic yards of excavation work over and above the provisions of the above-mentioned contract. Since said conference our Engineering Department has made a very thorough and complete investigation of this matter.

You are, of course, aware of the fact that there is almost complete disagreement between the State's engineers and your client as to whether the work he claims to have performed was or was not compensable as additional work and also whether it was ordered. Insofar as we can determine your client, during the course of the work, never made any written request to our engineers, as required by the standard specifications under section 1.9.6, so that the State could measure and accurately account for any additional work as claimed by your client.

As a result of our engineer's investigation in this matter, which I can assure you attempted to resolve any doubts in favor of your client in accordance with accepted methods of engineering, we, therefore, in a sincere effort of compromise have recommended payment for a total of 81,629.6 cubic yards of additional general excavation work under the contract price of 40¢ per cubic yard. Of this total our Department approved on the March estimate the payment for 40,072 cubic yards and last week we authorized, on the April estimate, to pay the balance of 41,557.6 cubic yards.

NOTED

Page 2

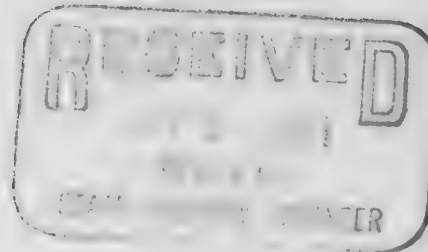
If you desire, Mr. Frank McKinney and Mr. Fred Klabe of this office would be pleased to meet with you to explain the method and procedure used by the Highway Department in arriving at the above-mentioned amount as a compromise settlement.

Yours very truly,

L. I. LINDAS
Chief Counsel

VCBCK:LIL:ks

cc: Central Paving
Independence, Ore.
Frank Morgan
Forrest Cooper
Tom Edwards



RECEIVED
AUG 11 1960

FOR FILING

8309
5545

August 10, 1960

Hartford Accident & Indemnity Co.,
Pacific Department
720 California Street
San Francisco, California

Gentlemen:

State Highway contract #5585 for the Powers Jct.-Canas Valley Rock Production Project on the Coos Bay-Roseburg Highway in Coos-Douglas Counties was completed on May 26, 1960, by the contractor, Hughes & Dodd Co. & Tru-Mix Equipment Co., and was formally accepted by the Highway Commission on June 2, 1960.

Final payment in the amount of \$1,040.98 will be released to the contractor on or after August 20, 1960. The total contract amount is \$46,157.89, and no force account work was performed on the project.

A claim has been filed against this contract of which you were previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: Hartford Accident & Indemnity Co.,
Fred Gatter Insurance
P. O. Box 491
Medford, Oregon

RECEIVED
JUL 11 1960

FOR FILING

6-8309
558

July 8, 1960

Signal Oil Company
Northwest District
500 Securities Building
Seattle 1, Wn.

Attention: Mr. H. M. Brace
District Credit Manager

Gentlemen:

Thank you for your letter of July 7 informing us that Hughes & Dodd Company & Tru-Mix Equipment Company have paid in full their account with you.

We will inform the surety and the contractor regarding the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

SIGNAL OIL COMPANY

NORTHWEST DISTRICT
500 SECURITIES BUILDING
SEATTLE 1, WASHINGTON

July 7, 1960

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Reference is made to our letter of June 15, 1960 relative to petroleum products delivered to Hughes & Dodd Company & Tru-Mix Equipment Company for use on your Contract No. 5585, Coos Bay-Roseburg Highway.

This will acknowledge receipt of payment of our claim in full by the above contractor.

Very truly yours,

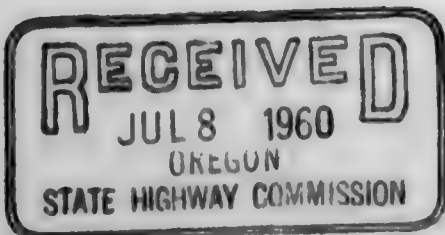
SIGNAL OIL COMPANY



H. M. BRACE
District Credit Manager

ALB:nd

cc Mr. Fred Gatter, Agent
Hartford Accident & Indemnity Co.
P.O.Box 491, Medford, Oregon



RECEIVED
JUL 11 1960

FOR FILING

5585

July 8, 1960

**Hartford Accident & Indemnity Co.
Pacific Department
Hartford Building
San Francisco 10, California**

Gentlemen:

We have received a letter, dated July 7, from the Signal Oil Company, Seattle, Wa., informing us that they have received payment in full of their claim in the amount of \$3,000.76 from Hughes & Dodd Co. and Tre-Mix Equipment Co.

This is in connection with State Highway Contract No. 5585 for rock production on the Powers Jet, -Camas Valley Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

**CC:
Fred Gatter, Insurance
P. O. Box 491
Medford, Oregon**

**Hughes & Dodd Co. &
Tre-Mix Equipment Co.
P. O. Box 1147
Medford, Oregon**

**Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper**

CWH:fp

RECEIVED
JUL 7 1960

FOR FILING

6-8309
5585

July 6, 1960

Hartford Accident & Indemnity Co.,
Pacific Department
720 California Street
San Francisco, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Hughes & Dodd Co. & Tru-Mix Equipment Co., on contract #5585 for the Powers Jct.-Cannon Valley Rock Production Project on the Coos Bay-Roseburg Highway in Coos-Douglas Counties.

This payment, in the amount of \$657.54, will be released to contractor on or after July 16, 1960. The retained percentage is \$1,395.37.

A claim has been filed against this contract of which you were previously notified.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Hartford Accident & Indemnity Co.,
Fred Gutter, Insurance
P. O. Box 491
Medford, Oregon

RECEIVED
JUN 27 1960

FOR FILING

6-8309
5585

June 21, 1960

Hartford Accident & Indemnity Co.
Pacific Department
Hartford Building
San Francisco 26, Calif.

Gentlemen:

A letter, dated June 14, has been received from the Signal Oil Company, 500 Security Building, Seattle 1, Wa., advising that Hughes & Dodd Co. & Tru-Mix Equipment Co. owe them \$1,000.76 for petroleum products furnished on our Contract No. 5585 for rock production on the Powers Jet, - Camas Valley section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

CCI
Fred Gatter, Insurance
P. O. Box 491
Medford, Oregon

Hughes & Dodd Co. & Tru-Mix Equipment Co.
P. O. Box 1147
Medford, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD

de

RECEIVED
JUN 27 1960

FOR FILING

6-8309
5285

June 21, 1960

Hartford Accident & Indemnity Co.,
Pacific Department
720 California Street
San Francisco, California

Gentlemen:

It is the intention of the State Highway Commission to release to Hughes & Dodd Co. and Tru-Mix Equipment Co., a portion of the funds heretofore retained by the Commission on contract #5585 for the Powers Jct.-Ounas Valley Rock Production Project on the Coos Bay-Roseburg Highway in Coos-Douglas Counties.

This payment, in the amount of \$14,770.89, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$1,375.03. The present payment will be released on or after July 1, 1960.

The State reports one claim of the Signal Oil Co., filed against this contract in the amount of \$3,088.76, of which you were previously notified.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Hartford Accident & Indemnity Co.,
Fred Gatter Insurance
P. O. Box 491
Medford, Oregon

RECEIVED
JUN 27 1960

FOR FILING

6-8309

5585

June 21, 1960

Signal Oil Company
500 Securities Building
Seattle 1, Wn.

Attention: Mr. H. M. Brace
District Credit Manager

Gentlemen:

This is to acknowledge receipt of your letter of June 15 stating that Hughes & Dodd Co. & Tru-Mix Equipment Co. owe you \$3,088.76 for petroleum products furnished on our Contract No. 5585 for rock production on the Powers Jct. - Camas Valley Section of the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

This contract was completed May 26, 1960 and accepted by the State Highway Commission June 2, 1960. The Hartford Accident & Indemnity Co., through Fred Gatter, Insurance, P. O. Box 491, Medford, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

We regret that we cannot accept your letter as a formal claim but the law requires that the surety company's name be given also in the claim.

If you wish to protect your claim for a period longer than six months following acceptance of the contract by the Highway Commission you should file it with the Secretary of State. Attached are excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

NOTED ON CARD

cc

Enc.

CWH:fp

SIGNAL OIL COMPANY

NORTHWEST DISTRICT
500 SECURITIES BUILDING
SEATTLE 1, WASHINGTON

June 15, 1960

Oregon State Highway Department
Salem
Oregon

State Highway Job No. 5585

Gentlemen:

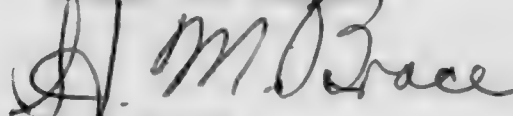
Petroleum products have been delivered to Hughes & Dodd-Tru-Mix Equipment Company for use on the above project between Myrtle Point and Roseburg on Highway No. 42.

The first purchase was dated March 25, 1960 with the last delivery made May 20. The full amount due is \$3,088.76.

It is our understanding that the above contractors have completed their work, therefore, please file our claim for the \$3,088.76 unpaid balance. A copy of this letter is provided for acknowledgement when the claim has been filed. Should additional information be necessary please advise. A prepaid envelope is provided.

Very truly yours,

SIGNAL OIL COMPANY



H. M. BRACE

District Credit Manager

FG:nd



June 15, 1960

Oregon State Highway Department
Salem
Oregon

State Highway Job No. 5585

Gentlemen:

Petroleum products have been delivered to Hughes & Dodd-Tru-Mix Equipment Company for use on the above project between Myrtle Point and Roseburg on Highway No. 42.

The first purchase was dated March 25, 1960 with the last delivery made May 20. The full amount due is \$3,088.76.

It is our understanding that the above contractors have completed their work, therefore, please file our claim for the \$3,088.76 unpaid balance. A copy of this letter is provided for acknowledgement when the claim has been filed. Should additional information be necessary please advise. A prepaid envelope is provided.

Very truly yours,

SIGNAL OIL COMPANY

H. M. BRACE
District Credit Manager

FIG:20

Claim Filed: _____
Date

Date Payment Expected: _____

Remarks: _____

Signature

Date

A

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 17, 1960

Section Powers Junction - Camas Valley Kind of work Rock Production
 Highway Coos Bay-Roseburg County Coos - Douglas Section prefix 6 - 8309
 Contractor Hughes & Dodd Co. & Tru-Mix Equip. Co. Contract number 5585
 Date of contract Jan. 28, 1960 Specified work days 75
 Date work started Feb. 1, 1960 Work days used 63
 Project authorization \$50,085.00 Per cent of time elapsed 84.0 %
 Exclusive of engineering \$46,523.40
 Estimated cost of completed project, exclusive of engineering \$46,523.40
 Estimated per cent overrun or underrun 0 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$3,561.60
 Engineering cost to date \$2,996.05, 84.1 % Date project was completed 5/26, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi Final being prepared.

F. D. Morgan, Division Engineer, in office Thursday.

C. H. Baker, Utility Liaison Engineer, and Fred Sugnet in office Friday A. M.

CONSTRUCTION DIVISION
RECEIVED

NOTED JUN 20 1960

NOTED ☒ ☒ ☒ ☒
CE ACE AOE COE

NOTED
C. E. PAULSEN

Signed K. D. [Signature]

Address P. O. Box 326, Myrtle Point

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			10,500 C. Y.		
Total quantities corrected to date			10,810 C. Y.		
Estimated quantities moved or placed to date			10,810 C. Y.		
Average daily quantities			320 C. Y.		
Average daily quantities necessary to complete project on time			0		
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Cloudy		
Friday	Fair		
Saturday			

RECEIVED
MAR 3 1960

COMMISSIONERS
FOR FILING

M. K. METVENS, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY, MEMBER
VASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
March 3, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Hughes & Dodd Co. and
Tru-Mix Equipment Co.,
P. O. Box 1147
Medford, Oregon

Gentlemen:

We enclose for your files a fully executed copy of
the following described contract which was awarded to you
by the State Highway Commission:

Contract #5585, awarded January 28, 1960,
for the Powers Jct.-Camas Valley Rock Pro-
duction Project on the Coos Bay-Roseburg
Highway in Coos-Douglas Counties.

A copy of this contract is also being sent to the surety
on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

RECEIVED
JAN 29 1960

FOR FILING

6-8309

January 28, 1960

Hughes & Dodd Co. and
Tru-Mix Equipment Co.
P. O. Box 246
Medford, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5585 for the Power Jet.-Camas Valley Rock Production Project on the Coos Bay-Roseburg Highway in Coos and Douglas Counties.

This award was based on your bid of \$44,520, which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

me

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC

10-3323
#5586

Umpqua Lighthouse St. Park
Overnight Camping Area Ext.

1960

RECEIVED
OCT 9 1961

FOR FILING

1486

October 6, 1961

Chambers Plumbing, Inc.
282 S. 2nd Avenue
Coos Bay, Oregon

Attention: Mr. R. W. Chambers

Gentlemen:

This is to acknowledge your letter of October 5 concerning the Sig Andersson contract at the Umpqua State Park in 1960.

Our records indicate this to be in connection with State Highway Contract No. 5586 with Sig Andersson, which was completed November 14, 1960, and accepted by the Oregon State Highway Commission December 12, 1960.

The General Insurance Company of America, through Huggins Insurance Agency, 230 S. Broadway, Coos Bay, furnished the performance bond on this contract, which is given to assure completion of the contract and payment of all bills incurred in it.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

PHONE CO 7-6616
282 SOUTH SECOND AVENUE
COOS BAY, OREGON



CRANE, BRIGGS PLUMBING FIXTURES AND FITTINGS • VALVES AND PIPE

PLUMBING, INC.

October 5, 1961

State Highway Commission
Salem, Oregon

Attention: Chief Engineer Williams

Dear Mr. Williams:

We would appreciate information as to the formal approval date of construction of park facilities by the contractor Sig Andersson at Umpqua State Park in 1960.

We have not received the final installment for plumbing services performed at Umpqua from Mr. Andersson.

Sincerely,

Chambers Plumbing, Inc.

R W Chambers
R. W. Chambers

RWC:r

Cec please reply
KE



556
Completed May 4, 1960
Accepted Dec. 12, 1960

RECEIVED
JAN - 5 1961

FOR FILING

5586

January 4, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon -

Gentlemen:

State Highway contract #5586 for the Umpqua Lighthouse State Park Overnight Camping Area Extension Project on the Oregon Coast Highway in Douglas County was completed by the contractor, Sig Anderson, on November 14, 1960, and was formally accepted by the Highway Commission on December 12, 1960.

Final payment in the amount of \$3,625.24 will be released to the contractor on or after January 13, 1961. The total contract amount is \$50,231.62, of which amount \$146.13 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Mr. Sig Anderson
6th & Teakwood
Coe Bay
Oregon

RECEIVED
NOV 21 1960

FORM E-30 50M 7-60
FOR FILE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 21, 1960

To: Mr. Floyd Query ✓
Mr. D. B. Parkes

SUBJECT: Umpqua Lighthouse
Overnight Camp Extension
Contract #5586
State Project

Sig Andersson completed work on the Umpqua Lighthouse Overnight
Camp Extension on the Oregon Coast Highway in Douglas County, Contract
#5586, (State Project) on November 14, 1960.

Very truly yours,

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

CAG:nk

NOTED ON CARD
dc

NOTED
FLOYD QUERY

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 12, 1960

Section Umpqua Lighthouse State Park Kind of work Overnight Camp Extension
 Highway Oregon Coast County Douglas Section prefix 10-3323
 Contractor Sig Andersson Contract number 5586
 Date of contract January 28, 1960 Specified work days 50
 Date work started February 8, 1960 Work days used 50
 Project authorization \$56,009.81 Per cent of time elapsed 100 %
 Exclusive of engineering \$52,026.89
 Estimated cost of completed project, exclusive of engineering \$53,075.22
 Estimated per cent overrun or under run/ 2.0 %
 Per cent of contract completed, based on estimated cost (Grading Items.) 100 %
 Engineering authorization \$3,982.92
 Engineering cost to date \$2,176.72, 55 % Date project was completed, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100		

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

FINAL REPORT

No activity by contractor this week.
 All grading items have been completed and contractor has moved from job.

NOTED

JUL 11 1960

RECEIVED

JUL 15 1960

24B
 CL. T. ACE COE

NOTED

C. E. PAULSEN

Signed B. D. Johnson B. D. JohnsonAddress Box 496 North Bend, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.21	0.21			
Miles partially completed	0.21	0.21			
Miles completed	0.21	0.21			
Total estimated quantities (contract)	19,600	830			
Total quantities corrected to date	22,146.4	802			
Estimated quantities moved or placed to date	22,146.4	802			
Average daily quantities	442.9	16			
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRISLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FEB 25 1960

FOR FILING



STATE OF OREGON
STATE HIGHWAY DEPARTMENT

SALEM

February 25, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER

FORREST COOPER
DEPUTY STATE HWY. ENGR.

LEONARD I. LINDAS
CHIEF COUNSEL

Mr. Sig Andersson
8th & Teakwood
Coos Bay
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5586, awarded January 28, 1960, for the Umpqua Lighthouse State Park Overnight Camping Area Extension on the Oregon Coast Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
JAN 20 1960

FOR FILING

10-2223

5586

January 28, 1960

Mr. Sig Andersson
8th & Teakwood
Coos Bay, Oregon

Dear Mr. Andersson:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5586 for extension of the Umpqua Lighthouse State Park Overnight Camping area in Douglas County.

This award was based on your bid of \$48,336.50, which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

me

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
C. H. Armstrong

11-8307 Arlington-Fossil Rock Prod. 1960
#5587 Proj. on John Day Hwy.

RECEIVED

W C Williams

NOTED
W. C. WILLIAMS

December 21, 1960

FOR FILING
Arlington-Fossil Section
Contract No. 5587

FINAL COST ANALYSIS
Rock Production
Contractor: J.F. Konen Construction Co. Inc.

John Day Highway
Prefix No. 11-8307

11-8307

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1/2"-1/4" Cr.Mat'l in S.P.	6,510.90	Cu. Yd.	3.00	3.19	20,784.97	19,532.70
1/4"-#10 Cr.Mat'l in S.P.	8,829.18	Cu. Yd.	3.65	3.19	28,185.70	32,226.51
1/4"-0 Cr.Mat'l in S.P.	735.42	Cu. Yd.	3.50	3.19	2,347.71	2,573.97
Haul Adj. Favor of State	7,473.00	Yd.Mi.	0.10			-747.30
					51,318.38	53,585.88

Gross Revenue \$ 53,585.88

Total Cost 51,318.38

Net Profit \$ 2,267.50

Net Profit equals 4.23% of Gross Revenue

CRUSHING BREAKDOWN - Contract No. 5587

	Quantity	Unit	Total Cost	Unit Cost
Move In and Set Up	16, 075.50	Cu. Yd.	5, 012.98	.312
Drill and Shoot	16, 075.50	Cu. Yd.	3, 216.17	.200
Feed Crusher	16, 075.50	Cu. Yd.	7, 757.53	.482
Crushing	16, 075.50	Cu. Yd.	17, 909.68	1.114
Haul to Stockpile	16, 075.50	Cu. Yd.	13, 163.37	.818
Stockpile Crushed Materials	16, 875.50	Cu. Yd.	4, 258.65	.264
Total Cost in Stockpile	16, 075.50	Cu. Yd.	51, 318.38	3.190

The crushing plant operated 287 hours for an average of 56.01 cubic yards per operating hour.

DETAIL OF COST - Contract No. 5587

Labor:

Labor and Supervision	\$ 14,005.90	
Labor Insurance	1,007.82	
Health and Welfare	418.80	
Travel - Transportation	500.55	
Pension	503.20	
		\$ 16,436.27

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	19,607.28	
Equipment Rental, Hired fully operated	4,282.80	
Gas, Oil and Grease	3,185.64	
Bond	303.85	
Drill and Shoot	2,737.90	
Home Office and General Overhead	317.32	
Move In	378.00	
P.U.C.	561.64	
Small Tools and Misc. Supplies	3,507.68	
		34,882.11

TOTAL COST

\$ 51,318.38

Remarks - Contract No. 5587

This was a "State Project" consisting of the furnishing of 16,075.50 cubic yards of crushed material in stockpiles for later use by the State in connection with maintenance operations on the Arlington-Fossil Section of the John Day Highway in Gilliam and Wheeler Counties.

This project was bid January 21st, awarded January 28th, and completed May 11, 1960.

The contractor moved one D8 caterpillar dozer into the quarry 0.3 mile east of M.P. 51.0 on the John Day Highway on Monday, February 22, 1960. After stripping this quarry, the D8 was moved to M.P. 19.87, stripped the quarry there then moved to 0.7 mile west of M.P. 2.1, and stripped the quarry there.

The contractor also moved his crushing equipment within the vicinity of the Arlington quarry on February 22, d but did not set up until the following week. Yardly Construction Company started drilling at this same time.

The crushing did not begin until Thursday, March 10th due to weather conditions. The quarry material turned out good allowing the crushing plant to produce to full capacity. The plant produced approximately 100 cubic yards per working hour. The crushed materials were placed at sites "A" and "B".

Crushing was completed from the Arlington quarry the first part of the week ending March 25th. The plant was then disassembled and moved to the quarry at M.P. 19.87. The contractor elected to set up in this quarry, which had been used before, rather than strip and open up the new quarry at M.P. 19.4, which had been designated by the State.

The plant was reassembled during the balance of the week and crushing started on Monday, March 28th. The plant ran only three days of this week and then shut down because of rain. Production of crushed materials was completed from this source on April 6th.

The contractor spent the balance of the week and three days of the following week in disassembly, moving, and reassembly of the crushing equipment. The plant was set up in the quarry at M.P. 51.0 which was the last source of materials to be crushed. Crushing operations began on April 14th. Crushing from this quarry was slow due mainly to the production of 1/4"-#10 which requires more crushing to produce.

Remarks Cont'd - Contract No. 5587

The final stage of production was completed Wednesday, May 11, 1960 after some delay due to rain and showers.

The contractor made a fair profit. However, I believe a greater profit would have been made had the quarry at M.P. 19.87 provided cleaner and better materials. The overall average was for less than production in the first quarry, due somewhat to weather conditions and the production of smaller sizes of crushed materials.

M. N. Juve
Chief Cost Analyst

By

G. K. Hanson

RECEIVED
JUN 30 1960

FOR FILING

11-8307
5587

June 29, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5587 for the Arlington-Fossil Rock Production Project on the John Day Highway in Gilliam-Wheeler Counties was completed by the contractor, J. P. Konen Construction Co. Inc., on May 11, 1960, and was formally accepted by the Highway Commission on June 2, 1960.

Final payment in the amount of \$1,679.85 will be released to the contractor on or after July 9, 1960. The total contract amount is \$53,585.88, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

RECEIVED
JUN - 8 1960

FOR FILING

11-8307

5587

June 7, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. F. Konen Construction Co. Inc., on contract #5587 for the Arlington-Fossil Rock Production Project on the John Day Highway in Gilliam-Wheeler Counties.

This payment, in the amount of \$7,205.07, will be released to contractor on or after June 17, 1960. The retained percentage is \$1,605.34.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

11-8307

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 27, 1960

Section Arlington-Fossil Kind of work Rock Production
 Highway John Day County Gilliam & Wheeler Section prefix 11-8307
 Contractor J. F. Konen Const. Co., Inc. Contract number 5587
 Date of contract January 28, 1960 Specified work days 100
 Date work started February 23, 1960 Work days used 46
 Project authorization \$ 60,739.31 Per cent of time elapsed 46 %
 Exclusive of engineering \$ 56,420.07
 Estimated cost of completed project, exclusive of engineering \$ 53,511.37
 Estimated per cent ~~underrun~~ underrun 6.6 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$ 4,319.24
 Engineering cost to date \$ 3,243.59, 75.1 % Date project was completed May 11, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

The semi-final estimate for this contract was completed and sent to the La Grande Division Office this week.

This will be the final report for this section unless further re-checking is needed.

NOTED

RECEIVED

MAY 31 1960

Signed

Address Resident Engineer-Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			15,950 C.Y.		
Total quantities corrected to date			16,057.22 C.Y.		
Estimated quantities moved or placed to date			16,057.22 C.Y.		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Pt. fair-cool		
Tuesday	Snow-hail & rain showers		
Wednesday	Pt. cloudy-showers		
Thursday	Rain & snow showers		
Friday	Overcast-Pt. fair		
Saturday			

RECEIVED
FORM E-125
MAR 7 1960

FOR FILING
COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WARCO
GLENN L. JACKSON, MEMBER
MEDFORD



W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
March 4, 1960

FLOYD QUERY, SECRETARY SALEM
11 1307
5587

J. F. Konen Construction Co., Inc.,
715 1st Street
Lewiston
Idaho

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5587, awarded January 28, 1960,
for the Arlington-Fossil Rock Production
Project on the John Day Highway in Gilliam-
Wheeler Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Encl.

RECEIVED
JAN 20 1960

FOR FILING
11 8307
5587

January 28, 1960

J. F. Konen Construction Co., Inc.
715 "D" Street
Lewiston, Idaho

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5587 for the Arlington-Fossil Rock Production Project on the John Day Highway in Gilliam County.

This award was based on your bid of \$53,990.50, which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

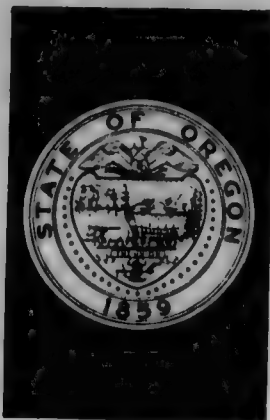
cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC

S-363(4) Wickiup Cr.-Logdell Sec. 1960
#5588 (Grading)

CYA

2181

1-27-60



OREGON STATE HIGHWAY DIVISION

HIGHWAY BUILDING • SALEM, OREGON • 97310 • Phone 364-2171

March 18, 1971

Hillery Stout, Roadmaster
Grant County Courthouse
Canyon City, Oregon 97820

Dear Mr. Stout:

As per the request from your office we are enclosing
"As Constructed" plans for the following projects on the Paulina-
Logdell Road.

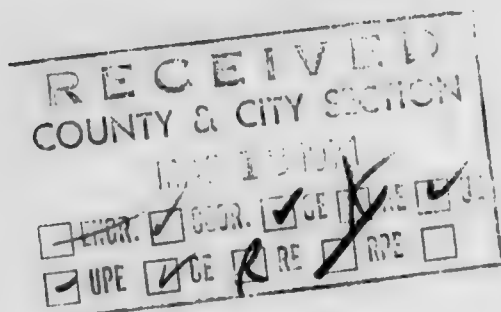
Star Cr?
Snowshoe Camp-Stone Creek Section - *Continued at 6001*
South Fork John Day River Section - " 5284
Wickiup Creek-Logdell Section - " 5588

We trust these project plans will cover the area of your
interest.

Very truly yours,

Frank L. Hall
Design Engineer
By:

George C. Wills
Chief Locating Engineer



GCW:jf
Attachment
cc: H. S. Cox ✓

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE 1-30-62	BILLING REQ. NO. CC 735	YOUR ORDER NO.	CREDIT DISTRIBUTION NOTED Harold C. Ayers
Contract 5588 S-363(4) Grant County Courthouse Canyon City, Oregon Athens County Court		RECEIVED JAN 31 1962 ENGINEER COUNTY & CITY RELATIONS NOTED DON HARWELL	INVOICE NUMBER 512-1034-297 73124 MAKE CHECKS PAYABLE TO THE OREGON STATE HIGHWAY DEPARTMENT SEND REMITTANCE TO: OREGON STATE HIGHWAY DEPARTMENT STATE HIGHWAY BUILDING SALEM, OREGON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Wickiup Creek-Logdell Section of PAS 453			
Original Advance Deposit		\$17,500.00	
Less amount previously transferred		<u>14,000.00</u>	\$ 3,500.00
County share cost as per attached statement		14,119.46	
Less amount previously transferred		<u>14,000.00</u>	119.46
Balance due			\$ 3,380.54
To be refunded			
ACKNOWLEDGMENT OF BILLING REQUEST			

NOTED
Harold C. Ayers

NOTED
H. S. COX

January 29, 1962

NOTED
JOHN D. GRIFFIN

Grant County Court
Courthouse
Canyon City, Oregon

NOTED
V. R. JONES

NOTED
DON HARWELL

Gentlemen:

Final costs are now available for the Wickiup Creek -
Logdell Section of FAS 453, covered by agreement dated January 25, 1960,
as shown in the attached cost statement.

In accordance with this agreement a refund of \$3,380.54 in
connection with this project, is due the county. This refund will be
paid by our accounting division within the next few days.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Verne R. Jones
Verne R. Jones
County & City Relations Planning Engineer

VRJ:eb
Encl.

RECEIVED

NOTED
W. C. WILLIAMS

M. C. Williams

August 21, 1961

Wickiup Creek-Logdell Section

Grading

Wickiup Creek-Logdell Hwy.

Contract No. 5588

Contractor: Morgan Bros.

Grant County

Resident Engineer: L. C. Johnson

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	All	Lump	4,998.11	5,762.54	5,762.54	4,998.11
Drainage Excavation	270.60	Cu. Yd.	2.00	2.05	555.16	541.20
General Excavation	155,304.90	Cu. Yd.	0.32	0.39	60,674.30	49,697.57
Short Overhaul	266,568.40	Yd. Sta.	0.01	9.912	3,189.48	2,665.68
Long Overhaul	4,197.20	C-Yd. Sta.	0.40	0.47	1,974.98	1,678.88
Finishing R.B. & Slopes	5.12	Mile	700.00	718.04	3,676.37	3,584.000
Sprinkling	169.60	M-Gal.	3.00	2.73	462.72	508.80
12" Corr. Metal Pipe	32	Lin. Ft.	3.50	3.42	109.35	112.00
18" Corr. Metal Pipe	1,208	Lin. Ft.	4.50	4.27	5,152.35	5,436.00
78" Corr. Metal Pipe	70	Lin. Ft.	50.00	44.94	3,145.70	3,500.00
Liquidated Damages	27	Day	90.00			-2,430.00
					<u>\$84,702.95</u>	<u>\$70,292.24</u>

Gross Revenue \$ 70,292.24

Total Cost 84,702.95

Net Loss \$ 14,410.71

Net Loss equals 20.5% on Gross Revenue

DETAIL OF COST - Contract No. 5588

Labor:

Labor (All)	\$ 32,954.79	
Tax	<u>1,792.57</u>	\$ 34,747.36

Materials:

12" Corr. Metal Pipe	69.70	
18" Corr. Metal Pipe	3,528.30	
78" Corr. Metal Pipe	<u>2,358.92</u>	5,956.92

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	22,217.84	
Equipment Rental, Hired	3,678.73	
Gas, Oil	7,703.85	
P.U.C. and License	705.27	
Bond and P.L. -P.D. Insurance	1,205.01	
Freight	604.09	
Drill Steel and Explosives	5,654.47	
Home Office and General Overhead	1,671.15	
Small Tools and Misc. Supplies	<u>558.26</u>	43,998.67

TOTAL COST	\$ 84,702.95
------------	--------------

Remarks - Contract No. 5588

This was a "Federal Aid Secondary Project" calling for the construction of 5.12 miles of highway roadbed on the Paulina-Logdell Highway in Grant County, beginning approximately 13.8 miles southwest of the junction of the Paulina-Logdell and John Day-Burns Highways and ending approximately 8.7 miles southwest of same junction.

This project was bid January 21st and awarded January 28, 1960. Work commenced April 5, 1960 and continued until November 11th, at which time snow and freezing temperatures stopped operations. Work was resumed March 27, 1961 and project completed May 1, 1961 after using 27 days over allotted time.

The equipment used on this project suffered continual breakdowns resulting in heavy lost use. The lack of experienced equipment operators also contributed to slowed production. The management was unable to overcome or prevent the various problems which beset the project and with the low bid submitted was unable to enjoy a profit.

M. N. Juve
Chief Cost Analyst

By

Arthur Bollinger

RECEIVED
AUG 2 1961

FOR FILING

5588

August 1, 1961

Fireman's Fund Insurance Co.,
3333 California Street
San Francisco
California

Gentlemen:

State Highway contract #5588 for grading the Wickiup Creek-Logdell Section of the Paulina-Logdell Road in Grant County was completed by the contractor, Morgan Bros., on May 1, 1961, and was formally accepted by the Highway Commission on May 26, 1961.

Final payment in the amount of \$1,199.03 will be released to the contractor on or after August 8, 1961. The total contract amount is \$70,292.24, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Fireman's Fund Insurance Co.,
Kronenberg & Waldrop Insurance
Bandon, Oregon

cc: Morgan Bros.,
545 North Bank Road
Coquille, Oregon

RECEIVED
JUN 28 1961

FOR FILING

2448

June 28, 1961

Fireman's Fund Insurance Co.,
3333 California Street
San Francisco
California

Gentlemen:

It is the intention of the State Highway Commission to release to Morgan Bros., a portion of the funds heretofore retained by the Commission on contract #5588 for grading the Wickiup Creek-Logdell Section of the Paulina-Logdell Road in Grant County.

This payment, in the amount of \$5,364.71, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$2,136.90. The present payment will be released on or after July 5, 1961.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Fireman's Fund Insurance Co.,
Kronenberg & Waldrop Insurance
Bandon, Oregon

cc: Morgan Bros.,
545 North Bank Road
Coquille
Oregon

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 23, 1961.

Section Wickiup Creek - Logdell Kind of work Grading
 Highway Paulina-Logdell County Grant Section prefix 512-1034
 Contractor Morgan Bros. Contract number 5588
 Date of contract January 29, 1960 Specified work days 110
 Date work started April 5, 1961 Work days used 137
 Project authorization \$ 87,759.12 Per cent of time elapsed 125 %
 Exclusive of engineering \$ 81,518.47
 Estimated cost of completed project, exclusive of engineering \$ 81,518.47
 Estimated per cent overrun or underrun 0 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$ 6,240.65
 Engineering cost to date \$ 6,902.72, 111 % Date project was completed May 1, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100				

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Project completed May 1, 1961.

Semi-final estimate submitted Thursday, June 22, 1961.

NOTED

NOTED
 C. E. PAULSEN

Signed

L. C. Johnson
 Address 252 South Date Ave., Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.12				
Miles partially completed					
Miles completed	5.12				
Total estimated quantities (contract)	164,000				
Total quantities corrected to date	149,000				
Estimated quantities moved or placed to date	149,000				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAY 8 1961

FOR FILING

S-363(4)
5588

May 8, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on
May 1, 1961, on Contract No. 5588, Wickiup Creek-Loggell
Section, in Grant County, in connection with Federal Aid
Project No. S-363(4).

Very truly yours,

W. C. Williams
State Highway Engineer

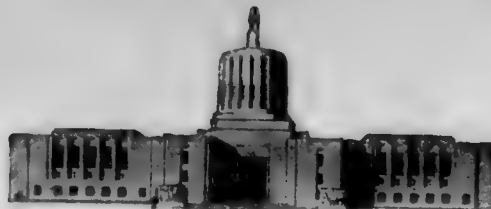
By

R. L. Porter
Office Engineer

DBP:lt

cc: Clarence Svenson

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT

SALEM
La Grande, Oregon
April 24, 1961

Mr. Leslie Holland
County Judge
Grant County
Canyon City, Oregon

Dear Sir:

This is to confirm our phone conversation this date concerning the Wickiup Creek-Logdell Section oiling in Grant County.

We expect to call for bids to be opened on May 23rd, 1961, as soon as the bids are opened you will be notified by our Salem office and the award of the contract will be made immediately upon receipt of the Grant County check. This can be accomplished by May 30th.

The workday count will be set up for 55 days with a definite out-off date of September 1st. The days worked that we will charge the contractor will be based on the date that the county can turn over the road to the contractor. Work days are also contingent upon weather. Anticipating that the county will probably not have the road ready before July 15th, workday count would not start until that date. This would mean 34 workdays to be charged before the 1st of September; thus if the contractor did not finish the oiling before the 1st of September, he would have 21 days in 1962.

I hope that this answers the questions which you had, if not please advise.

Very truly yours,

A. F. Parson
Division Engineer

AFP:gb

cc C. G. Svenson
L. C. Johnson



RECEIVED
APR 18 1961

FOR FILING

S-268 (4)
5288

Box 481
John Day, Oregon
April 15, 1961

Mr. L. C. Johnson
Oregon State Highway Department
Burns, Oregon

Dear Lloyd:

In regard to extra time we talked about April 13, 1961, in your Burns office, I will try to set down a few things as I see them.

From about station 359 plus 50, to the end of the job a grade change was ordered after we had finished the road to blue top. As you recall there was quite a mix-up on this before it was finished. Ray Scott told us to take out 6/10th for 200 feet and then feather out to nothing. The next day we moved three cats from about station 160 back to do the job, but there were no stakes to work from. After an hours consideration I decided to go ahead and take dirt out as Ray had instructed as this dirt also was to be our first borrow pit on the job. This pit was needed to finish a little fill at about station 342. As you will recall, there was some pressure on at that time to get the East end of the job finished so it could be rocked by the County. As it turned out, there wasn't nearly enough dirt to finish the fill and you finally okayed a borrow pit at about station 345. A few days later Ray Scott set blue tops where we took dirt out at the end of the job. He said we had taken out too much dirt, as we had moved the blue top elevation into the center of the road and then back to the shoulders. He knew how much we cut and the contour of the two blue tops weren't even the same, as you will recall. He were never told definitely to replace this dirt for approximately one month. As you know, you told us we would have to put this dirt back and I asked you where we would get this dirt. You stated you would go and look at the situation. You then had Mr. Jerry Miller come and look over the job. He advised that the crown of the road should be cut down approximately 700 feet from the end of the job. This gained us one scraper load of dirt. This had to be put on the East end of the road to bring this back up to the second blue top. At approximately station 362 we made a borrow pit to get dirt to finish grading the second blue top. After this mix-up we had approximately fifteen enlarged and finished borrow pits from station 205 to the East end of the job, which caused numerous little delays and considerable extra finishing

Mr. L. C. Johnson

-3-

April 15, 1961

due to the scattered locations of these pits,

As you remember, Lloyd, at approximately station 275, when you came along we were looking for the end of the pipe where the fill had been staked too narrow. As I recall this fill was narrow up to approximately station 285. To get sufficient road top we had to grade a large quantity of dirt over the side which took considerable time to get total 36 foot wide road bed topped.

It was unfortunate that your blue top crew could not keep up with us due to the numerous holidays which fell during September and November of 1960.

Due to the grade change mix-up we feel we lost three days. Due to the fill being narrow where we were hunting for the pipe we feel we lost one day. Then due to the holiday situation your blue topping crew could not keep up. This cost us, we feel, another two days.

Winter came and we were forced to suspend work with what we thought to be approximately two to three days work left for completion of the project. We began work again as soon as weather conditions permitted this being in March. At this time I had two men on the job.

The 25th of March I left leaving Mr. Frank Adams in charge with instructions that if the engineer came and thought it looked like time to start putting in new stakes for him to start cleaning slough and small slides from the cuts and out of the ditches. As we understand, on March 28th you were at the job with Mr. Farnson's assistant and you tried to call me in my home at Coquille that evening. However, I wasn't there and I got your message Wednesday morning. I reached you at your home at about 7 A.M., March 29th. At that time we discussed the amount of equipment required and came up with one cat and scraper to work with the grader. I got home Thursday and Friday moved in equipment required. By Saturday I had started cleaning ditches. Monday, April 3rd, there was sufficient room for your crew to start staking.

Since there was no much to do in regard to restaking this portion, for the next seven days your crews could not seem to keep ahead of our crew and therefore our work was hindered somewhat. This restaking had to be done from the beginning of the job to approximately station 222.

In our telephone conversation of March 29th, you neglected to mention the fact that you were going to start

Mr. L. G. Johnson

-3-

April 15, 1961

charging us work days starting March 29, 1961. Had I been aware of this I would have notified Mr. Adams to start cleaning ditches. We had been waiting for the snow to melt between the slough and the ditches, however, there was considerable snow when we worked on the ditches and we had to regrade due to the softness.

I wish to call to your attention the fact, Lloyd, that I called you three times during the week of April 3rd - 7th for the purpose of letting you know that your crew weren't able to keep up.

We feel that we are entitled to some concessions on extra days on this contract.

Thank you very kindly for your consideration on this matter.

Very sincerely,

MORGAN BROS.

Maurice Morgan

ML:b

cc:

Mr. W. C. Williams
Oregon State Highway Commission
Salem, Oregon

Mr. Parsons
Oregon State Highway Department
La Grande, Oregon

RECEIVED
JAN 12 1961

FOR FILING

5588

January 11, 1961

Kronenberg & Waldrop Insurance

Bandon, Oregon

Attention: Claude Waldrop

Gentlemen:

In reply to your letter of January 10 concerning the status of Morgan Brothers Contract 5588 on the Paulina-Logdell Road, we find that Estimate No. 8, dated December 29, 1960, shows approximately 84% of the contract complete. The Resident Engineer estimates that the job will be finished in May, 1961.

A retained percentage in the amount of \$5,820.61 is being retained. This represents 7½% of the completed contract. When the contract is completed it is our customary policy to reduce the retained percentage to 3%, which amount is retained until the final contract computations have been made and the contract accepted by the Commission. It has never been the policy of the Commission to reduce the amount of the bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

GEORGE KRONENBERG
C. E. (Eddie) WALDROP

KRONENBERG & WALDROP

INSURANCE

TELEPHONE FILLMORE 7-2191 - - BANDON, OREGON



JANUARY 10, 1961

OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

DEAR SIR:

RE: MORGAN BROS. & CONTRACT
No. 5588, PAULINA LOGDELL
ROAD IN GRANT COUNTY

AS AGENTS FOR MORGAN BROS., WE ARE INTERESTED IN A PROGRESS
REPORT FOR THE CAPTIONED.

MAURICE MORGAN WAS IN OUR OFFICE THIS DATE AND ADVISED
THAT MOST OF THE ROAD WAS COMPLETED AND PARTIALLY ACCEPTED BY
THE STATE, HOWEVER, DUE TO WEATHER CONDITIONS, ARE UNABLE TO
COMPLETE THE PROJECT UNTIL WEATHER IMPROVES.

IF THIS IS THE SITUATION, WOULD THE COMMISSION CONSIDER
REDUCING THE AMOUNT OF THE BOND?

THANKING YOU, WE ARE,

VERY TRULY YOURS,

KRONENBERG & WALDROP

BY: *C. E. Waldrop*



"WHEN YOU LOSE WE PAY"

12-29-60 lot # 8
payment 4297.60
rtd 5820.61 7/2
Total due \$6518.21

4%
7161 6518.21
11/1/61

RECEIVED
DEC 8 - 1960

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

FOR FILING



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
December 7, 1960

W. C. WILLIAMS

5588
8-363(4)

Morgan Brothers
545 North Bank Road
Coquille, Oregon

Gentlemen:

Reference is made to your recent letter concerning Estimate No. 7 on the Wickiup Creek-Logdell Section, Contract No. 5588.

I have asked Division Engineer Parson to investigate the matter of a possible underpayment on Estimate No. 7 and if it is found that the estimate was too small you will receive said underpayment on your next estimate.

I have also asked Mr. Parson to contact you directly concerning the matter of blue tops.

Enclosed is a set of the plans for this section as requested in your letter.

Very truly yours,

W. C. Williams
State Highway Engineer

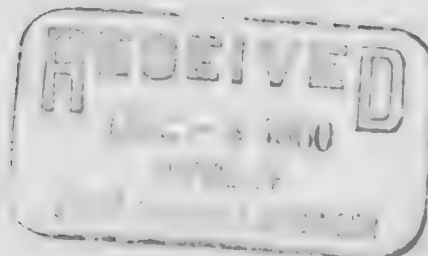
By

Tom Edwards
Construction Engineer

FBK:fp:jw

Encl.

cc W. C. Williams
A. F. Parson



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 5, 1960

SUBJECT: Contract 5588

To: ~~H. L. Porter~~
~~Office Engineer~~
~~Building~~

Attached is a copy of a letter which the Contractor sent in with the signed original of Estimate No. 7 on Contract 5588.

The estimate will be paid as prepared, since any adjustment would be made on the next estimate.

Please note the request for another set of plans.

C. H. Maison
Auditor

By: *D. B. Taylor*
D. B. Taylor
Assistant Auditor

EDT:hs

Attachment

cc: Tom Richards
Construction Engineer

A. F. Parson
Division Engineer

L. C. Johnson
Resident Engineer

Keane
RECEIVED
DEC 5 1960

CONSTRUCTION DIVISION
RECEIVED
DEC 5 1960
NOTED--☐ ☐ ☐ ☒ ☐
CE ACE ADE DEE

Gentlemen:

We believe that this estimate should be much more.
They sent a note out that it was \$700, which was too small.
I talk to Mr. Johnson about and he said there might be
some more. There is a lot of borrow on this job and it has
been measured.

Thanks.

Yours truly
Morgan Bros.
By: /s/ Maurice Morgan

P.S.

Could you send us a set of plans for this our have
were out.

We were halt up on blue top on this job.

/s/ Maurice Morgan

FAS 453, Grant Co.

NOTED
H. S. CO

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 12, 1960

NOTED
V. R. JONES



SUBJECT:

b To: H.S. Caulter, Asst. D.E.
Box 908
LaGrande, Oregon

NOTED
C. G. SWENSON

Reference to your letter in regard to surfacing aggregate being placed on FAS 453 in Grant County, it would seem that additional base surfacing would suffice in lieu of a leveling course. Limited traffic should not cause excessive degradation of this base material but with heavy traffic this type of material should be protected by a mat of good quality aggregate.

G.W. HARRA
Engineer of Materials

C.C. C. Swenson

CH:va

NOTED
Harold C. AyersOREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCENOTED
V. R. JONESLa Grande, Oregon
October 10, 1960NOTED
H. S. COX

SUBJECT:

Surfacing Design
PAS 453
Grant CountyNOTED
C. G. SWENSON

To:

G. W. Harra
Engineer of Materials
Salem

Mr. V. R. Jones, Field Engineer for the County & City Relations Department requested us to look at the surfacing material being placed by Grant County on the subject highway and ascertain if additional depth of this material could be used and elimination of a leveling course be made. A sample of this material was submitted under Data Sheet No. A-68534 and a report made on your Laboratory Report No. 534406. This sample was taken from the road-bed.

We have been unable to locate a suitable quarry for crushed rock and oiling aggregates in the near proximity of this section and suitable materials for the oil mat will have to be hauled some distance. The material being placed by the County forms a solid dense mass and it is our feeling that the leveling course could be eliminated. The base as it is being placed does not need leveling, ie the surface is smooth enough for placement of an oil mat. However, we would like your opinion as to whether or not a layer of crushed harder rock is necessary before placement of the mat. Your study of this problem and report will be greatly appreciated.


H. S. Coulter
Assistant Division Engineer

HSC:gb

cc - C. Swenson ✓
L. C. Johnson
V. L. Moore

RECEIVED
JUN 5 1960

FOR FILING

1563(1)
5578

June 15, 1960

Morgan Brothers
P. O. Box 481
John Day, Oregon

Attention Mr. Maurice Morgan

Gentlemen:

This letter is in reply to yours of June 13, 1960 concerning rates of pay on the Wickiup Creek - Logdell Grading Project in Grant County, Contract No. 5588.

The minimum wage rates set forth in the contract apply generally to the classification, trade, occupation or activity concerned, without regard to the experience of the person involved. You will note that only the carpenter and ironworker crafts, of those listed in the schedule of rates, recognize apprentices and apprentice rates.

In direct answer to your query, a tractor operator, regardless of experience, must be paid not less than the applicable rate set forth in the schedule of Minimum Hourly Wage Rates which is a part of the contract for the project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

V.G.O'H.
JUN:SW

cc: L. C. Johnson,
Resident Engineer

RECEIVED
APR 14 1960

FOR FILING

S-363(4)
538

April 14, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on
April 5, 1960, on Contract No. 5588, Wickiup Creek-Logdell
Section, in Grant County, in connection with Federal Aid
Project No. S-363(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

RECEIVED
EB 26 1960

FOR FILING

S-363(4)
5784

February 25, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 1, Account No. 274, covering directional signing on the Wickiup Creek-Logdell Section of the Paulina-Logdell Road in Grant County, Contract No. 5508, in connection with Federal Aid Project No. E-363(4).

This work is necessary for the direction and guidance of traffic during construction. This does not include warning signs, lights and barricades required of the contractor for safety of traffic and workmen. The contractor is not equipped to do this work while the State has special equipment and experienced crews. Materials are purchased through competitive bids on the open market. The amount is too small to be done by separate contract.

Your approval of this order under the provisions of FPM 21-6.3 on the basis of actual cost is requested.

The total amount of the order is \$200.00 with Federal participation of \$120.00.

Very truly yours,

W. C. Williams
State Highway Engineer

W

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

RECEIVED
FEB 24 1960

FORM 2-123

FOR FILING

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

363 (4)

5588



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 24, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Morgan Bros.,
545 North Bank Road
Coquille
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5588, awarded January 28, 1960,
for grading the Wickiup Creek-Logdell Section
of the Paulina-Logdell Road in Grant County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

Contract 5588 2 16 60

Monthly Transaction No. RECEIVED Project Report No. 1960 FOR FILING	For (9-1) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS FEDERAL-AID PROJECT AGREEMENT	Oregon County Grant Project No. S-363(4)
---	--	--

S-363(4) The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355) 5588 as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
 Co. Rd. 5 miles W. to Logdell
 (Wickup Cr.-Logdell Section)

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	12-31-59	5.1
Other (Specify)		

FUNDS	
Estimated total cost of project \$ 85,808	Federal funds \$ 52,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
 (Official name of Highway Department)

By:
 Deputy State Highway Engineer
 (title)

By: _____
 (title)

By: _____
 (title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By: C. G. Folk
 Division Engineer

By:
 R. C. Wright
 Administrative Manager

Date executed by February 16, 1960
 Division Engineer

February 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Wickiup Creek-
Logdell Section, Project No. S-363(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:nn

February 5, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a
basis for project agreement for the Wickiup Creek-Logdell
Section, Project No. S-363(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

ENCLOSURE

Oregon State Highway Department

Federal Aid Secondary
Project No. 3-363(4)

WICKIUP CANYON-LODDELL SECTION OF THE
PAULINA-LODDELL ROAD IN GRANT COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 5, 1960

Type Code 0010

Roadway (Sta. 87+50 to Sta. 362+50) (Contract No. 5588)

Clearing and Grubbing	All Required			\$ 4,998.11
Drainage Excavation, Unclassified	210	Cu.Yd.	\$ 2.00	420.00
General Excavation, Unclassified	164,000	Cu. Yd.	0.32	52,480.00
Short Overhaul	369,500	Yd.Sta.	0.01	3,695.00
Long Overhaul	6,800	C-Yd.Sta.	0.40	2,720.00
Finishing Roadbed and Slopes	5.12	Miles	700.00	3,584.00
Sprinkling	170	M-Gal.	3.00	510.00
12-Inch Corrugated Metal Pipe	36	Lin.ft.	3.50	126.00
18-Inch Corrugated Metal Pipe	1,150	Lin.Ft.	4.50	5,175.00
78-Inch Corrugated Metal Pipe	78	Lin.Ft.	4.50	3,510.00
				<u>\$77,608.11</u>

Flagging (57½% of Contractor's Cost)	All Required	\$ 200.00
Signing		<u>200.00</u>

Subtotal	\$78,008.11
10% Engr. & Cont.	<u>7,799.89</u>

Total	\$85,808.00
-------	-------------

Length of Roadway 5.124 Miles
Cost of Roadway Per Mile \$16,746.29

Federal Funds	\$52,000.00
State Funds	16,904.00
County Funds	<u>16,904.00</u>
	\$85,808.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

Funds for Maint.: Chap. 529, laws 1939

Note: Necessary funds have been deposited by Grant County with the Highway Department.

RECEIVED
JAN 29 1960

FOR FILING

S-363(4)
5588

January 28, 1960

Morgan Brothers
545 North Bank Road
Coquille, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5588 for grading on the Wickiup Creek-Logdell Section of the Paulina-Logdell Road in Grant County.

This award was based on your bid of \$77,608.11, which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC

**OREGON STATE HIGHWAY DEPARTMENT
INVOICE**

INVOICE NUMBER

63029

DATE

1/27/40

BILLING REQ. NO.

cc 575

YOUR ORDER NO.

CREDIT DISTRIBUTION

512-1034-297

NOTED
John F. Hagemann

NOTED
V. R. IONES

Make checks payable to the Oregon State Highway Department

NOTED
Harold C. Ayers

Send Remittance To:

OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

DESCRIPTION

QUANTITY

UNIT PRICE

TOTAL PRICE

Expense Report
Picking up truck-load of material, no 100% material
material's value of total cost. Material is 100%
total cost, 100%

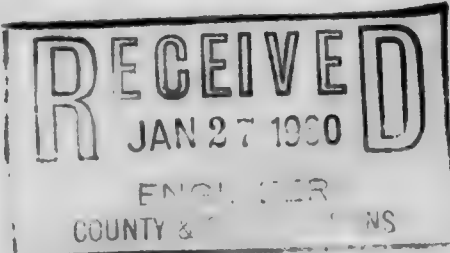
\$27,500.00

1,500.00

\$2,500.00

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON



ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: \$

By

RECEIVED
FEB - 2 1960

FOR FILING

8-263(4)
5588

5588
Salem, Oregon
January 27, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2181

FAS Project Agreement
Grant County

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with
Grant County covering the Wickiup-Logdell Section of FAS
453 in Grant County.

A fully executed copy of the above agreement has
been retained in this office for the Commission's files and
one fully executed copy has been sent to the County Court of
Grant County.

Secretary

rn
Attach: 1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 20, 1960

SUBJECT: FAS Project Agreement
Grant County

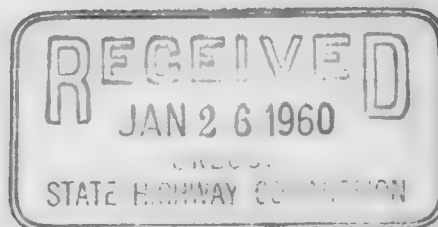
To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Wickiup-Logdell Section of FAS 453 in Grant County. Two copies have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved 3/5/59.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.



RECOMMENDED FOR APPROVAL
G. S. Paxson
Assistant State Highway Engineer

AUT. _____
DATE 3-5-59 *Man Page 28*
Floyd Query
Secretary

RECEIVED
JAN 27 1960

FOR FILING
J 36-2141
551 P

January 27, 1960

County Court of Grant County
Court House
Canyon City, Oregon

Gentlemen:

We are enclosing for the records and files of Grant County a fully executed copy of an agreement between the State Highway Commission and Grant County covering the Wickiup-Logdell Section of FAS 453 in Grant County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

January 21, 1960

Grant County Court
Courthouse
Canyon City, Oregon

NOTED
John F. Hagemann

Gentlemen:

On January 21, a satisfactory bid was received from Morgan Bros. of Coquille for constructing the Wickiup Creek-Logdell Section of FAS 453. As per the agreement between County and State, the following advance deposit is required from the county prior to awarding of a contract.

Bid Items	\$77,608.11
Flagging & Signing	400.00
12 1/2% Engineering & Contingencies	9,751.01
Estimated Total Cost.....	\$87,759.12
County Advance Deposit of 20%...	\$17,500.00

Please make this deposit by means of a check or warrant payable to the Oregon State Highway Commission, forwarding same to this office. If this deposit is received prior to January 28, a contract will be awarded at the regular Highway Commission meeting on this date. If not, a contract will be awarded as of the date the deposit is received; however, said award date will have to be within thirty days of January 21, the date bids were received.

Based on the above total estimated cost, Grant County has an unprogrammed balance of FAS funds totaling \$24,000 (includes federal, state, and county funds).

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
JOHN D. GRAHAM

John F. Hagemann
Assistant County & City Relations Engineer

JFH:ma

*Recd 1/26/60
512-1034*

NOTED
V. R. JONES

NOTED
C. G. SWENSON

Salem, Oregon
December 21, 1959

Mr. R. L. Porter
OFFICE

Wicklup Creek-Logdell Section
FAS 453, Grant County

Attention: Mr. V. G. O'Neil

NOTED
Harold C. Ayers

Some time ago Grant County advised that all merchantable timber would be removed from the right-of-way of the subject named project by January 1, 1960. The county further advised by telephone this date that the U. S. Forest Service representatives who are to have the timber removed now state that this will not be accomplished until February 4, 1960.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

NOTED
JOHN D. GRAHAM

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

Salmon, Oregon
December 1, 1959

Mr. Tom Edwards
OFFICE

Wickiup Creek-Logdell Section
FAS 453, Grant County

NOTED
C. R.

On this date it was called to our attention that there is an existing cattleguard on the present road at the Forest Boundary opposite approximately station 258+75. As the road to be constructed is on a revised alignment at this point it was thought desirable to check with the county to see if a cattleguard on the new road would be necessary.

I contacted Grant County Judge Dickens on this matter and he advised that a cattleguard would be necessary; however, the county would install it with county forces entirely at county expense. The county will install this cattleguard the full width of the roadway upon being advised of the proper location and best time to make the installation in relation to the contractor's operations.

John F. Hagemann
Ass't. County & City Relations Engineer

JFH:ram

cc: A. F. Parson
R. L. Porter
Frank Hall

ED
G. SWENSON

Salem, Oregon
November 23, 1959

NOTED
V. R. JONES

Mr. E. L. Porter
Office Engineer

Wickiup-Logdell Section
FAS 453, Grant County

Attention: Mr. V. G. O'Neil

NOTED
John F. Hagemann

NOTED
Harold C. Ayers

The Grant County judge has advised that all merchantable timber is expected to be removed from the right-of-way of the subject named project on or before January 1, 1960, by the abutting property owners.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm

10/22/59

FAS 455 County Utah Contract No. 4000

Section Wickiup River

Location 10 miles E

10-22-59



10/22/59

FAS 453 County Grovet Contract No. 5578

Section Wickiup Cr - Lemmon Cr

Location St C-153 - 10K E

10-23-59



NOTED
Harold C. Ayers

MEMO TO J. W. NASH
10/7/59

NOTED
John H. [unclear]

FAS 453, GRANT COUNTY

TERMINI: From Wickiup Creek easterly to approximately 1 mile west of Logdell. (Wickiup Creek-Logdell Section)

PROPOSED WORK: Grade & drain only, 2-lane roadway.

PROJECT LENGTH: 5.00 miles.

COSTS	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	\$120,000	\$72,000	\$24,000	\$24,000 (Co.)

EXISTING FACILITY

ROADWAY: 16' to 20' wide light gravel wearing surface on 20' - 26' wide roadway. Substandard grade and alignment.

STRUCTURE: None.

ADJACENT SECTIONS

WEST END: 22' wide gravel wearing surface.

EAST END: Under construction by county through 28' wide crushed rock roadway.

PROJECT DATA: Grade and drain only on an improved grade and alignment to a 36' wide roadbed. County will place a crushed rock wearing surface ~~on~~ after completion of the grading. The eventual finished roadway ~~is~~ is to consist of a 20' wide oil mat wearing surface with 4' shoulders; however, completion to this standard may take several years.

ROW WIDTH:	60' minimum.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATION:	None.

Route data submitted under previous projects.

JFH: mm

Oregon State Highway Commission
State Highway Building
Salem, Oregon

NOTED
Harold C. Avers

NOTED

9-22-59

Attention: County & City Relations Division

Federal Aid Project No. _____

Name of Project Wickiup Creek-
Lemons Creek Section, FAS 453

Gentlemen:

We hereby certify that, to the best of our knowledge and belief,
all rights of way or rights of entry for the above-referred to Federal Aid
Project have been secured.

Dated at Laurel City, Oregon, this 22nd day of
Sept., 1959.

Grant

County Court

O. L. Dickerson
Judge

James W. Coffey
Commissioner

Thomas E. Holmes
Commissioner

Copy to Mr. [unclear]
9/24/59
[unclear]

NOTED
John F. Hagemann

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

NOTED
V. R. JONES

September 3, 1959

Hon. O. L. Dickens
Grant County Judge
Courthouse
Canyon City, Oregon

NOTED
John F. Hagemann

Dear Judge Dickens:

I am mailing you under separate cover two prints each of two right-of-way maps covering the right-of-way required for the Wickiup Creek-Lemons Creek Section, FAS 453.

It is the understanding of this office that the County has been negotiating with the property owners for this property. When right-of-way negotiations have been completed, please advise this office by signing and forwarding two copies of the enclosed right-of-way certificate. Also please advise this office of the conditions, if any, which would affect the FAS project.

As you know, the FAS project is to be limited to the County's available FAS funds and as of this date the easterly terminus of the FAS project has not been determined. You will be notified as soon as this determination has been made.

I am mailing one print of each of the right-of-way maps to the supervisor of the U. S. Forest Service in John Day and to the Highway Division Office in La Grande.

Very truly yours,

W. C. Williams
State Highway Engineer

Dy

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Encl.

cc: Mr. A. F. Parson, Div. Engr.,
State Hwy. Dept., La Grande

NOTED
V. R. JONES

NOTED
C. G. SWANSON

Salem, Oregon
August 24, 1959

Wickiup Creek-Lemons Creek Section
FAS 453, Grant County

Mr. Tom Edwards
OFFICE

NOTED
H. C. JONES

The field data for the subject named project has been examined and found to be consistent with the project as proposed by the county and approved by the Highway Commission.

The limits of this project are to be set on the basis of available FAS funds presently estimated to be \$120,000. As there is no estimate with the field data these limits will have to be set after an estimate is made. Any reduction in length should come off the Lemons Creek (east) end.

Please advise this office when the project limits have been established.

Your attention is also invited to the division's letter of transmittal requesting that a copy of the right-of-way map be forwarded to Grant County and the supervisor of the U. S. Forest Service in John Day. It is my understanding that the county has already made arrangements for the right-of-way and preparation of the right-of-way map is all that is required.

John F. Hagemann
Assistant County & City Relations Engineer

JFH:ma

cc: V. G. O'Neil
Frank Hall
Vic Wolfe

RECEIVED
MAY 1 - 1959

FOR FILING

11 03 59

LOCATION PROSPECTUS
WICKIUP CREEK-LEMONS CREEK SECTION
FAS 453 - GRANT COUNTY

The following prospectus is submitted concerning the above mentioned section of FAS 453 which is a county road (Izee Road) on the FAS System. The southwesterly terminus of the project is at the crossing of Wickiup Creek. The northeasterly terminus is near the present crossing of Lemons Creek. The overall length of the project is approximately 7.5 miles.

This will be a location survey for the purpose of preparing plans and estimates for grading and draining to a subgrade roadbed width of 36 feet. In thorough cuts, a 10-foot ditch on a 10:1 slope with standard back slopes will be provided on each side to facilitate snow removal. The general route will approximate the existing facility. The community of Logdell will be bypassed to the northwest by the proposed alignment.

A partially completed location survey for this section has been made under the direction of the county and this information is available upon request. Further reconnaissance is not required. Routine soils investigations will be conducted. There are no special drainage problems. An economic analysis is not needed at this time.

The existing ADT is 180 and the projected (1975) ADT is 270. The maximum grade is 5 per cent and the maximum curvature is 20 degrees. Traffic and terrain warrant a Class "E-35" highway. The facility will be graded and drained to a roadbed subgrade width of 36 feet on which the county will place base material and a wearing surface consisting of two 10-foot running lanes with 4-foot shoulders. A 10-foot ditch will be provided as noted above. The base design by G. L. Decker is:

0-11 Oil Mat	1 1/4"	}	To be placed by county. Appropriate credit will be given where selected sub- grade material is used.
1"-0 Level Course	4 "		
Grid Rolled Rock Base	12 "		
Total	17 1/4"		

The rise and fall of the existing and the proposed section is not available. The central angle of the proposed section is 645 degrees.

Class "E-35" standards will be maintained except for the maximum curvature which will be 20 degrees instead of the permissible 18 degrees.

NOTED

COOPER

LOCATION PROSPECTUS
WICKIUP CREEK-LEMONS CREEK SECTION

- 2 -

This will be an unlimited access facility with no interchanges or railroad crossings. There are no major stream crossings.

Material for surfacing and paving are available from local sources. Selected material from rock cuts along the route should be utilized as selected subgrade material.

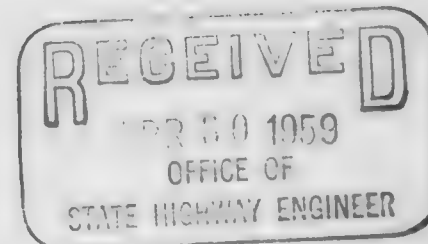
Agreements with the county will be necessary. Right of way on this section is critical and any changes to the proposed alignment should be brought to the attention of appropriate county officials without delay.

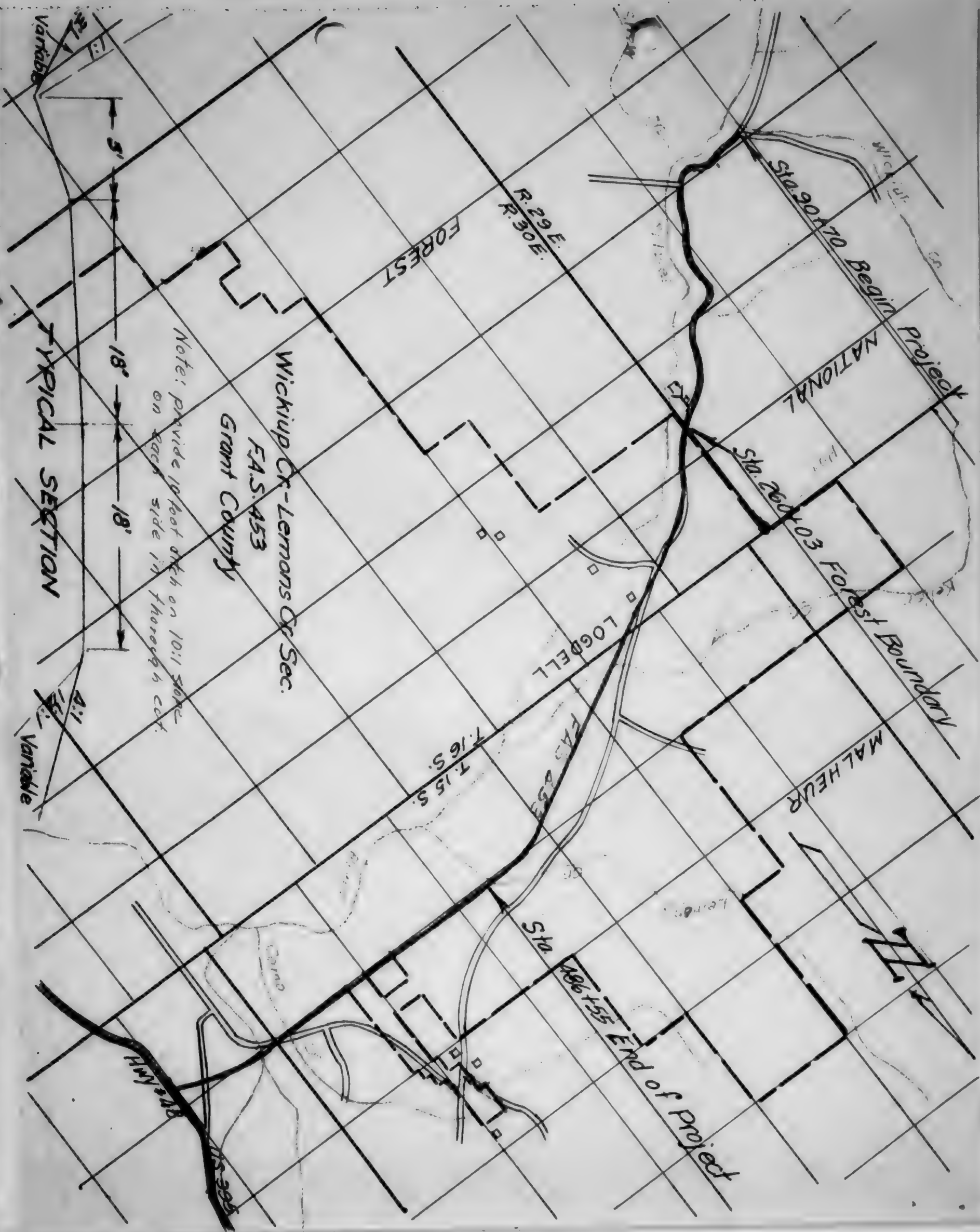
There are no state parks affected by this project.

April 23, 1959

Attachment

cc W. C. Williams ✓
Forrest Cooper
G. S. Paxson
Tom Edwards
A. F. Parson (3)
C. H. Armstrong
D. J. Barbee
Jay Blair
F. B. Crandall
G. L. Decker (2)
I. A. DeFrance
R. C. Edgerton
Frank Hall
Val P. Johnson
Ivan D. Merchant
J. W. Nash
C. G. Polk
S. H. Probert
C. G. Swenson
Walter T. Wright





NOTED
V. R. JONES

NOTED
C. G. SWENSON

March 9, 1959

Grant County Court — *Fac 453*
Courthouse
Canyon City, Oregon

NOTED
Harold C. Ayers

Gentlemen:

On March 5 the Highway Commission approved the county FAS project as described in the attached tabulation which is believed to conform with the county's request.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att: 59-b

PROPOSED PROJECT
GRANT COUNTY

FAS 453 - Wickiup Creek-Lemons Creek Section, \$120,000. This section extends from Wickiup Creek northeasterly towards Lemons Creek as far as funds will permit which is estimated to be approximately 7.5 miles.

The proposed project is to grade and drain only to a 36' wide roadbed width. Care should be taken to place selected material from rock cuts on the top course of the roadbed. Grant County will place rock base and wearing surface after completion of the FAS project.

Grant County has a location survey for this section which was made for the county by Mr. J. Hanley, a consulting engineer with headquarters at the city of Baker. The county will make all survey data available to the state upon request. The county is presently negotiating right-of-way with the Forest Service and private individuals based on this survey and any changes we might make which would affect this right-of-way should be immediately called to the attention of the county.

Mr. C. C. Batie, County Roadmaster, or Judge O. L. Dickens should be contacted at Canyon City to obtain county survey data.

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION
PROJECT BASE DESIGN

NOTED

NOTED

Prefix
Date 1-20-59

County Grant
to Sta.

Sta. 453
to Sta.

Wichita Creek - Lewis Creek Highway
Length of Project 2.5 Miles.

First Production Stationed Lewis County Typical Sections *Thin - med - Medium - Heavy (Logging)*

1 1/4" 0-11 oil mat.
4" of 1/20 grad curve.

12" oil rock base - *low cuts*
(To be processed by End Area.)

To be placed by County.

To be placed by County.

Clay Loam

Typical Soil

54 44
16 47
61 47 P. 20 (5% reduction)
37 47 S. 14
22 47 Clay
27 47 1/2-10 lbs

NOTED
John S. Furbush

Note.
Stops participation in proposed project
would include grading & drainage.
* Surfacing thickness based on the
reported first production.

PROPOSED MATERIAL SOURCES

Location	Lab. No.	S.G.	Type of Material	Max. Size	1 Pass No. 4 Screen	3 Pass No. 40 Screen	Abrasion Loss %	To be used
Available material source to be determined by the Engineer								

Deputy State Highway Engineer
Construction Engineer
Engineer of Materials
Division Engineer
Resident Engineer
Office Engineer
Design Engineer
Soils Engineer Division

Submitted by

Recommended by

Recommended by

Approved by

Approved by

Deputy State Highway Engineer

RECEIVED
FEB 3 1959
COUNTY & CITY ENGINEER

RECEIVED
JAN 27 1959

FOR FILING

8-36312
FORM 8-30X-87,830-2-57-1477
5588

Salem, Oregon
January 27, 1959
OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Proposed County FAS Project
FAS 453, Grant County

Mr. Tom Edwards
Construction Engineer

SUBJECT:

To:

Enclosed are four copies of a tabulation, with map attachment, describing a county FAS project requested by Grant County for construction with available county FAS funds.

This project will be presented to the Highway Commission for approval at its March 5 & 6 meeting.

John F. Hagemann
John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl. 59-b

cc: G. S. Paxson ✓
A. F. Parson, Div. V
G. L. Decker

RECEIVED
JAN 28 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 28 1959
OFFICE OF
STATE HIGHWAY ENGINEER

G.S. Parson

PROPOSED PROJECT
GRANT COUNTY

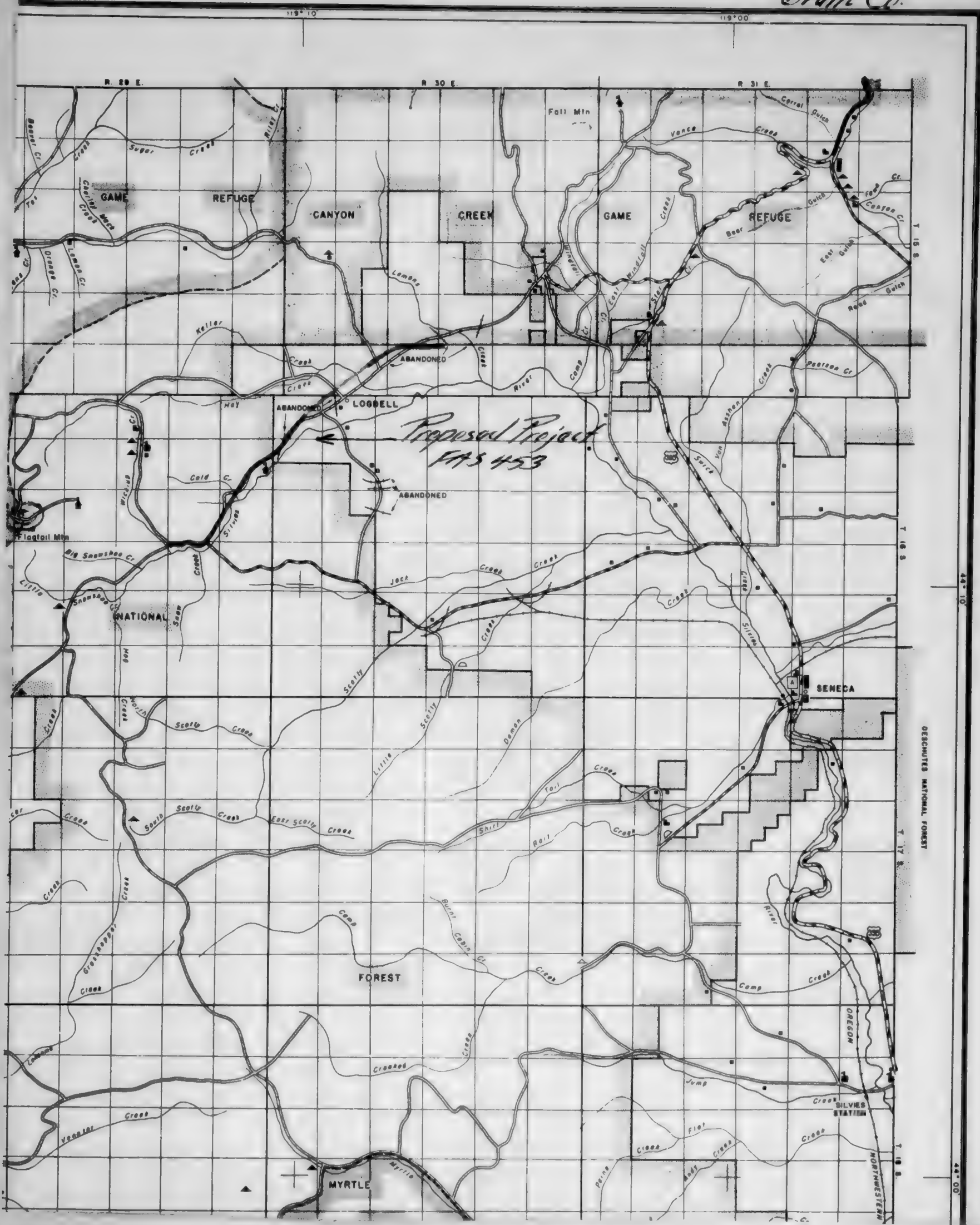
FAS 453 - Wickiup Creek-Lemons Creek Section, \$120,000. This section extends from Wickiup Creek northeasterly towards Lemons Creek as far as funds will permit which is estimated to be approximately 7.5 miles.

The proposed project is to grade and drain only to a 36' wide roadbed width. Care should be taken to place selected material from rock cuts on the top course of the roadbed. Grant County will place rock base and wearing surface after completion of the FAS project.

Grant County has a location survey for this section which was made for the county by Mr. J. Hanley, a consulting engineer with headquarters at the city of Baker. The county will make all survey data available to the state upon request. The county is presently negotiating right-of-way with the Forest Service and private individuals based on this survey and any changes we might make which would affect this right-of-way should be immediately called to the attention of the county.

Mr. C. C. Batie, County Roadmaster, or Judge O. L. Dickens should be contacted at Canyon City to obtain county survey data.

Grant Co.



OREGON STATE HIGHWAY DEPARTMENT

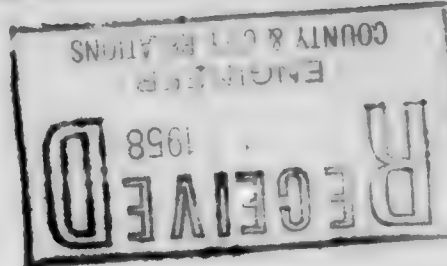
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 12, 1958

NOTED
V. R. JONES

SUBJECT:

To: Mr. A. F. Parson
Division Engineer
La Grande, Oregon

Mr. Verne Jones, of County and City Relations has asked for recommended surfacing designs for anticipated improvements on four county roads in Grant County as follows:

1. Co. Road #556, from Ritter southeasterly to a junction with the John Day-Pendleton Highway at Granite Creek. This route is all northerly of the John Day River. Length approximately 7 miles.
2. Co. Road #437, from Long Creek southeasterly to a point approximately 1 mile beyond the crossing of Long Creek. Length approximately 7 miles.
3. Co. Road #452, from Prairie Creek southeasterly to the Malheur National Forest Boundary. Length approximately 12 miles.
4. Co. Road #453, beginning at a point near the junction of Wickiup Creek and Silvies River (approximately 5 miles S.W. from Logdell) thence northeasterly through Logdell and 2 miles beyond, thence easterly approximately 4 miles to a junction with the John Day-Burns Highway at a point approximately 7 miles north of Seneca. Length approximately 11 miles. The last 4 miles of this section to be new work.

In addition, Mr. Jones wishes the recent work each direction from Isee be inspected with particular reference to the suitability of what appears to be a shale topping that has been placed.

Prints are attached showing the general location of the four proposed improvements.

NOT

NOTED
C. J. JONES

November 12, 1958
Page 2

Before any recommendations can be made, a routine soils investigation will be necessary and should be made at your earliest convenience. It is appreciated that Verne Moore, Division Soils Engineer is very busy. At this time of year the assistance of our Mr. Adamson or Mr. Jacobsen can be arranged for this work. Please advise if such an arrangement is desirable.

The Grant County Roadmaster, Mr. Carlisle Beatty, will point out the scope of this work and wishes to be present during the soils investigation. Mr. Beatty can be contacted at the County Shops in Canyon City.

Tom Edwards
Construction Engineer

by
G. L. Decker
Staff Assistant

TE/OLD/lc

cc: Tom Edwards
Verne Jones ✓
Vernal Moore

I-80N-3(17) Hood River-Shogren Sec., 1960
61 Pav., Struct. & Signing
#5589

RECEIVED
OCT 18 1962

FOR FILING

5589

Forrest Cooper, State Highway Engineer
Salem, Oregon

477 Cottage Street N. E.
Salem, Oregon

October 15, 1962

08-35.5-

A. W. Parsons, Division Engineer
Salem, Oregon

By: L. R. Backlund
Admin. Mgr.

Oregon Project 1-80N-3(17)61
Hood River - Shogren Section
Voucher No. 2 - Final
Net amount claimed \$92,823.00

The subject voucher has been approved in the reduced amount of \$91,534.00. Deduction has been made in accordance with the attached Schedule of Exceptions No. 1.

Total amount of deduction	\$1,396.30
Federal aid pro-rate	92.34%
Net deduction in even dollars	1,289.00

In the event you disagree with the deduction made, it will be necessary to present a reclaim in accordance with instructional Memorandum 4-1-61.

Attachment

cc: Region

original To Young
10-17-62

RECEIVED
MAR 22 1962
3-46

Contract 5589

3-16-62

Monthly transaction number MAR 22 1962 3-46	For -2A (5-31-57)	U. S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project Report number 10	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT		County Hood River & Wasco
			Project number I-80N-3(17)61

5589 The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on October 20, 19 61, is hereby modified as follows:

Revised estimated total cost of project	\$ <u>1,030,769.00</u>
Revised Federal funds	\$ <u>944,049.00</u>
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 16 day of March, 19 62.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By [Signature]

By C. C. Polk
Division Engineer

Assistant State Highway Engineer
(Title)

By: [Signature]
L. R. Backlund
Acting Administrative Manager

By _____

(Title)

By _____

(Title)

March 15, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of
project agreement, signed by a highway official for the
Hood River-Shogren Section, Project No. I-80N-3(17)61.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:nmb

RECEIVED

Form Approved; Budget Bureau No. 41-R2089

MONTHLY TRANSACTION NO. FOR FILE 07	FD-PR-2 (REV. 8-61)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	STATE Oregon
PROJECT REPORTING 10-20-61	FEDERAL-AID PROJECT AGREEMENT (PPM 21-7)		COUNTY Hood River & Wasco
			PROJECT NO. I-80M-3(17)61

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

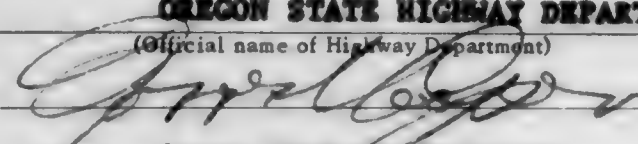
U.S. 30, Hood River to Shogren O'xing
(Approx. 0.5 mi. E. of Hood River City Limits to 0.4 mi. W. of Shogren O'xing)

PROJECT CLASSIFICATION OR CLASS OF WORK	EFFECTIVE DATE OF AUTHORIZATION	APPROXIMATE LENGTH (Miles)
HIGHWAY PLANNING		
PRELIMINARY ENGINEERING		
RIGHTS-OF-WAY		
CONSTRUCTION	1-5-60	6.1
OTHER (Specify)		

FUNDS

ESTIMATED TOTAL COST OF PROJECT	FEDERAL FUNDS
\$ 995,122.00	\$ 914,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT (Official name of Highway Department) By  State Highway Engineer (Title)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS By C. C. Polk (Division Engineer) By: R. C. Wright, Administrative Mgr. Date executed by Division Engineer October 20, 1961
By _____ (Title)	
By _____ (Title)	

October 19, 1961

Mr. C. G. Palk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by a Highway Official, for the Hood River-Shogren
Section, Project No. I-80W-3(17)61.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:jb

August 7, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
for project agreement for the Hood River-Shogren Section, Proj-
ect No. I-80N-3(17)61.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

Enc.

Oregon State Highway Department

Federal Aid
Project No. 1-804-3(17)61

HOOD RIVER-SHOGREN SECTION OF THE COLUMBIA

RIVER HIGHWAY IN HOOD RIVER AND WASCO COUNTIES

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 7, 1961

Type Code 6201

Roadway (Sta. 1246+00 to Sta. 1568+50) (Contract No. 5589)

Drainage Excavation, Unclassified	16 cu. yds	\$ 4.00	\$ 64.00
General Excavation, Unclassified	23,000 cu. yds.	0.50	11,500.00
15-inch Concrete Pipe	170 lin. ft.	3.30	561.00
Concrete Inlets, Type "C-2"	4 only	75.00	300.00
1-1/2 inch Electrical Conduit	130 lin. ft.	1.50	195.00
Type 1 Fence	1,200 rods	5.25	6,300.00
Type 3 Fence	80 rods	14.00	1,120.00
Salvaging and Reinstalling Guard Rail	28,000 lin. ft.	1.00	28,000.00
Metal Guard Rail	22,400 lin. ft.	2.35	53,110.00
Metal Median Barrier	33,000 lin. ft.	3.70	122,100.00
Concrete in End Basins	1 cu. yd.	100.00	100.00
Guide Posts, Type "W-1"	340 only	5.50	1,870.00
Guide Posts, Type "W-2"	24 only	6.50	156.00
Guide Posts, Type "Y-2"	60 only	6.75	405.00
Guide Posts, Type "Y-3"	3 only	7.50	22.50
Coarse Crushed Material in Base	104,000 tons	1.20	124,800.00
3/4" - 0 Material in Base	45,000 tons	1.20	54,000.00
Sprinkling	2,480 M-gals.	1.50	3,720.00
Preparation of Base	All Required		2,600.00
3/4" - 0 Material in Binder Course	1,580 cu. yds.	2.25	3,555.00
Furnishing and Placing Aggregates	3,040 cu. yds.	2.75	8,360.00
RC-3 Asphalt	260 tons	39.00	10,140.00
120-150 Asphalt	230 tons	37.50	8,625.00
RS-1 Asphalt	74 tons	42.00	3,108.00
Asphaltic Concrete Mixture	46,500 tons	3.25	151,125.00
Asphalt in Mixture	2,560 tons	28.25	72,320.00
Asphaltic Concrete Traffic Markers	480 lin. ft.	1.00	480.00
Portable Traffic Barrier	1,760 lin. ft.	4.00	7,040.00
Flashing Beacon and Detour Lighting	All Required		4,500.00
Detour Signage	All Required		1,000.00
Removal of Existing Sign Installations	All Required		150.00
Furnish 8" HP 36# Piling	297 lin. ft.	6.50	1,930.50
Drive Steel Piles	18 only	75.00	1,350.00
Metal Sign Posts	All Required		1,200.00
Wood Sign Posts	All Required		900.00
Type "A" Signs in Place	516.3 sq. ft.	8.00	4,130.40
Type "B" Signs in Place	232 sq. ft.	7.75	1,798.00

Oregon State Highway Department

-2-

Federal Aid
Project No. 1-80H-3(17)61

Type "C" and "D" Signs in Place	382 sq. ft.	\$ 4.25	\$ 1,623.50
Type "E", "F" and "G" Signs in Place	44.9 sq. ft.	5.50	246.95
Type "J" Signs in Place	4.2 sq. ft.	8.50	35.70
			<u>\$694,541.55</u>
Lighting Island Mass	All Required		300.00
Flagging (57 1/2% of Contractor's Cost)	All Required		7,500.00
Signs (Temporary)	All Required		<u>100.00</u>
	Subtotal		\$702,441.55
	10% Engr. & Cont.		<u>70,244.15</u>
	Total		<u>\$772,685.00</u>

Type Code X721Mosier Undercrossing Extension (153') (Sta. 1505+67.68) (Contract No. 5589)

Remodel Existing Structure and Provide for Traffic	All Required		\$ 12,000.00
Structural Excavation	95 cu. yds.	\$ 4.00	380.00
Furnish Treated Timber Piling	1,035 lin. ft.	1.20	1,242.00
Drive Timber Piles	23 only	55.00	1,265.00
Class "A" Concrete (114 cu. yds.)	All Required		8,550.00
Metal Reinforcement (36,200 lbs.)	All Required		3,800.00
Metal Handrail	126 lin. ft.	15.00	1,890.00
Concrete Slope Paving	250 sq. yds.	8.00	2,000.00
6-inch Metal Drain Pipe	110 lin. ft.	4.00	<u>440.00</u>
			<u>\$ 31,567.00</u>

Type Code X021Rock Creek Bridge Widening (Sta. 1496+23.52 to Sta. 1497+43.02) (Contract No. 5589)

Remodel Existing Structure and Provide for Traffic	All Required		\$ 12,000.00
Shoring, Cribbing, etc.	All Required		5,000.00
Structural Excavation	350 cu. yds.	\$ 8.00	2,800.00
Structural Excavation Below Elevation Shown	40 cu. yds.	15.00	600.00
Furnishing Steel Piling	660 lin. ft.	4.25	2,805.00
Drive Steel Piles	12 only	70.00	840.00
Splice Steel Piles	3 only	30.00	90.00
Class "A" Concrete (314 cu. yds.)	All Required		23,550.00
Seal Concrete	90 cu. yds.	45.00	4,050.00
Metal Reinforcement (87,200 lbs.)	All Required		9,600.00
Slavage and Reinstall Metal Handrail	127 lin. ft.	10.00	1,270.00
6-inch Metal Drain Pipe	54 lin. ft.	4.00	<u>216.00</u>
			<u>\$ 62,821.00</u>

Type Code ED21Hosier Creek Bridge Widening (Sta. 1521+17.93 to Sta. 1523+00) (Contract No. 5589)Remodel Existing Structure and Provide
for Traffic

Shoring, Cribbing, etc.

Structural Excavation

Structural Excavation Below Elevation Shown

Furnish Untreated Timber Piling

Drive Timber Piles

Furnish Steel Piling

Drive Steel Piles

Splice Steel Piles

Class "A" Concrete (595 cu. yds.)

Seal Concrete

Metal Reinforcement (169,200 lbs.)

6-inch Metal Drain Pipe

All Required		\$ 12,000.00
All Required		8,000.00
460 cu. yds.	\$ 8.00	3,680.00
40 cu. yds.	20.00	800.00
4,250 lin. ft.	0.80	3,400.00
85 only	57.00	4,845.00
1,850 lin. ft.	4.25	7,862.50
23 only	70.00	1,610.00
6 only	30.00	180.00
All Required		41,690.00
100 cu. yds.	40.00	4,000.00
All Required		19,500.00
75 lin. ft.	4.00	300.00
		<u>\$107,827.90</u>

Subtotal	\$202,215.50
10% Engr. & Cont.	<u>20,221.50</u>
Total	\$222,437.00

Length of Roadway	6.034 Miles
Length of 3 Structures	0.057 Miles
Total Length	6.091 Miles
Cost of Roadway per Mile	\$128,055.18

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$772,685.00	\$710,000.00	\$62,685.00
Structures	<u>222,437.00</u>	<u>204,000.00</u>	<u>18,437.00</u>
	\$995,122.00	\$914,000.00	\$81,122.00

State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-80H-3(17)61

HOOD RIVER-SINGREIN SECTION OF THE COLUMBIA

RIVER HIGHWAY IN HOOD RIVER AND WASCO COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 15, 1960

Type Code 6201

Roadway (Sta. 1246+00 to Sta. 1568+50)

Drainage Excavation, Unclassified	16 cu.yds.	\$3.00	\$ 48.00
General Excavation, Unclassified	23,000 cu.yds.	0.40	9,200.00
15-inch Concrete Pipe	170 lin.ft.	3.50	595.00
Concrete Inlets, Type "G-2"	4 only	100.00	400.00
1 1/2-inch Electrical Conduit	130 lin.ft.	1.75	227.50
Type 1 Fence	1,200 rods	5.00	6,000.00
Type 3 Fence	80 rods	20.00	1,600.00
Salvaging and Reinstalling Guard Rail	28,000 lin.ft.	1.50	42,000.00
Metal Guard Rail	22,600 lin.ft.	2.75	62,150.00
Metal Median Barrier	33,000 lin.ft.	4.00	132,000.00
Concrete in End Basins	1 cu.yds.	100.00	100.00
Guide Posts, Type "W-1"	340 only	6.00	2,040.00
Guide Posts, Type "W-2"	24 only	6.75	162.00
Guide Posts, Type "Y-2"	60 only	7.00	420.00
Guide Posts, Type "Y-3"	3 only	8.00	24.00
Coarse Crushed Material in Base	104,000 tons	1.25	130,000.00
3/4" - 0 Material in Base	45,000 tons	1.35	60,750.00
Sprinkling	2,480 M-gal.	2.50	6,200.00
Preparation of Base	All Required		9,000.00
3/4" - 0 Material in Binder Course	1,580 cu.yds.	3.25	5,135.00
Furnishing and Placing Aggregates	3,040 cu.yds.	3.25	9,880.00
BC-3 Asphalt	260 tons	42.00	10,920.00
120-150 Asphalt	230 tons	40.00	9,200.00
RS-1 Asphalt	74 tons	42.00	3,108.00
Asphaltic Concrete Mixture	46,500 tons	3.35	155,775.00
Asphalt in Mixture	2,560 tons	27.50	70,400.00
Asphaltic Concrete Traffic Markers	480 lin.ft.	1.00	480.00
Portable Traffic Barrier	1,760 lin.ft.	4.50	7,920.00
Flashing Beacon and Detour Lighting	All Required		5,300.00
Detour Signing	All Required		1,000.00
Removal of Existing Sign Installations	All Required		300.00
Furnish 8" HP 36# Piling	297 lin.ft.	7.00	2,079.00
Drive Steel Piles	18 only	85.00	1,530.00
Metal Sign Posts	All Required		650.00
Wood Sign Posts	All Required		1,400.00
Type "A" Signs in Place	516.3 sq.ft.	8.00	4,130.40
Type "B" Signs in Place	232 sq.ft.	10.00	2,320.00
Type "C" and "D" Signs in Place	382 sq.ft.	5.50	2,101.00
Type "E", "F" and "G" Signs in Place	44.9 sq.ft.	6.00	269.40
Type "J" Signs in Place	4.2 sq.ft.	6.00	25.20
			<u>\$756,839.50</u>

Oregon State Highway Department

-2-

Federal Aid

Project No. I-80H-3(17)61

Lighting Island Nose	All Required	\$	\$ 300.00
Flagging (57 1/2% of Contractor's Cost)	All Required		7,500.00
Signs (Temporary)	All Required		100.00
Work by Pacific Power and Light Co.	All Required		<u>3,200.00</u>
	Subtotal		\$756,839.50
	10% Engr. & Cont.		<u>75,683.95</u>
	Total		<u>\$832,523.45</u>

Type Code X721Mosier Undercrossing Extension (153') (Sta. 1505+67.68)

Remodel Existing Structure and Provide for Traffic	All Required	\$	\$ 10,000.00
Structural Excavation	95 cu.yds.	4.00	380.00
Furnish Treated Timber Piling	1,035 lin.ft.	1.25	1,293.75
Drive Timber Piles	23 only	70.00	1,610.00
Class "A" Concrete (114 cu.yds. at \$72.00)	All Required		8,208.00
Metal Reinforcement (36,200 lbs. at \$0.14)	All Required		5,068.00
Metal Handrail	126 lin.ft.	12.00	1,512.00
Concrete Slope Paving	250 sq.yds.	9.00	2,250.00
8-inch Metal Drain Pipe	110 lin.ft.	4.00	<u>440.00</u>
			<u>\$ 30,761.75</u>

Type Code X021Rock Creek Bridge Widening (Sta. 1496+23.52 to Sta. 1497+43.02)

Remodel Existing Structure and Provide for Traffic	All Required	\$	\$ 11,000.00
Shoring, Cribbing, Etc.	All Required		5,000.00
Structural Excavation	350 cu.yds.	8.00	2,800.00
Structural Excavation Below Elevation Shown	40 cu.yds.	10.00	400.00
Furnishing Steel Piling	660 lin.ft.	5.50	3,630.00
Drive Steel Piles	12 only	95.00	1,140.00
Splice Steel Piles	3 only	45.00	135.00
Class "A" Concrete (314 Cu.Yds. at \$72.00)	All Required		22,608.00
Seal Concrete	90 cu.yds.	50.00	4,500.00
Metal Reinforcement (87,200 Lbs. at \$0.135)	All Required		11,772.00
Salvage and Reinstall Metal Handrail	127 lin.ft.	12.00	1,524.00
8-inch Metal Drain Pipe	54 lin.ft.	4.00	<u>216.00</u>
			<u>\$ 64,725.00</u>

Type Code X021Mogler Creek Bridge Widening (Sta. 1521+17.93 to Sta. 1523+00)

Remodel Existing Structure and Provide for Traffic	All Required	\$	\$ 5,400.00
Shoring, Cribbing, Etc.	All Required		5,000.00
Structural Excavation	460 cu.yds.	8.00	3,680.00
Structural Excavation Below Elevation Shown	40 cu.yds.	10.00	400.00
Furnish Untreated Timber Piling	4,250 lin.ft.	0.90	3,825.00
Drive Timber Piles	85 only	50.00	4,250.00
Furnish Steel Piling	1,850 lin.ft.	5.50	10,175.00
Drive Steel Piles	23 only	110.00	2,530.00
Splice Steel Piles	6 only	45.00	270.00
Class "A" Concrete (595 Cu.Yds. at \$75.00)	All Required		44,625.00
Seal Concrete	100 cu.yds.	50.00	5,000.00
Metal Reinforcement (169,200 lbs. at \$0.14)	All Required		23,688.00
8-inch Metal Drain Pipe	75 lin.ft.	4.00	300.00
			<u>\$109,143.00</u>
	Subtotal		\$204,629.75
	10% Engr. & Cont.		20,462.97
	Total		<u>\$225,092.72</u>

Length of Roadway - - - - - 6.034 Miles
 Length of 3 Structures - - - - - 0.057 Mile
 Total Length - - - - - 6.091 Miles
 Cost of Roadway Per Mile - - - - \$139,977.36

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$ 832,523.45	\$767,000.00	\$65,523.45
Structures	<u>225,092.72</u>	<u>206,000.00</u>	<u>19,092.72</u>
	\$1,057,616.17	\$973,000.00	\$84,616.17

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(17)61

HOOD RIVER-SHROGREN SECTION OF THE COLUMBIA
RIVER HIGHWAY IN HOOD RIVER AND WASCO COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 30, 1959

Type Code 6201

Roadway (Sta. 1246+00 to Sta. 1568+50)

Drainage Excavation, Unclassified	16 cu. yds.	\$ 3.00	\$ 48.00
General Excavation, Unclassified	23,000 cu. yds.	0.40	9,200.00
15-inch Concrete Pipe	170 lin. ft.	3.50	595.00
Concrete Inlets, Type "G-2"	4 only	100.00	400.00
1 1/2-inch Electrical Conduit	130 lin. ft.	1.75	227.50
Type 1 Fence	1,200 rods	5.00	6,000.00
Type 3 Fence	80 rods	20.00	1,600.00
Salvaging and Reinstalling Guard Rail	28,000 lin. ft.	1.50	42,000.00
Metal Guard Rail	22,000 lin. ft.	2.75	62,150.00
Metal Median Barrier	33,000 lin. ft.	4.25	140,250.00
Concrete in End Basins	1 cu. yd.	100.00	100.00
Guide Posts, Type "W-1"	340 only	6.00	2,040.00
Guide Posts, Type "W-2"	24 only	6.75	162.00
Guide Posts, Type "Y-2"	60 only	7.00	420.00
Guide Posts, Type "Y-3"	3 only	8.00	24.00
Coarse Crushed Material in Base	104,000 tons	1.25	130,000.00
3/4" - 0 Material in Base	45,000 tons	1.35	60,750.00
Sprinkling	2,400 M-gals.	2.50	6,200.00
Preparation of Base	All Required		9,000.00
3/4" - 0 Material in Binder Course	1,580 cu. yds.	3.25	5,135.00
Furnishing and Placing Aggregates	3,040 cu. yds.	3.25	9,880.00
RG-3 Asphalt	260 tons	42.00	10,920.00
120-150 Asphalt	230 tons	40.00	9,200.00
RS-1 Asphalt	74 tons	42.00	3,108.00
Asphaltic Concrete Mixture	45,200 tons	3.35	151,420.00
Asphalt in Mixture	2,500 tons	27.50	68,750.00
Asphaltic Concrete Traffic Markers	480 lin. ft.	1.00	480.00
Portable Traffic Barrier	1,760 lin. ft.	4.50	7,920.00
Flashing Beacons and Detour Lighting	All Required		6,300.00
Detour Signing	All Required		1,000.00
Removal of Existing Sign Installations	All Required		300.00
Furnish 8" BP 36# Piling	297 lin. ft.	7.00	2,079.00
Drive Steel Piles	18 only	85.00	1,530.00
Metal Sign Posts	All Required		650.00
Wood Sign Posts	All Required		1,400.00
Type "A" Signs in Place	516.3 sq. ft.	8.00	4,130.40
Type "B" Signs in Place	232 sq. ft.	10.00	2,320.00
Type "C" and "D" Signs in Place	382 sq. ft.	5.50	2,101.00
Type "E", "F" and "G" Signs in Place	44.9 sq. ft.	6.00	269.40
Type "J" Signs in Place	4.2 sq. ft.	6.00	25.20
			\$760,084.50

Power for Lighting	All Required	\$ 1,500.00
Flagging (57% of Contractor's Cost)	All Required	7,500.00
Signs (Temporary)	All Required	100.00
Work by Pacific Power and Light Co.	All Required	<u>3,200.00</u>
	Subtotal	\$772,384.50
	10% Engr. & Cont.	<u>77,237.50</u>
	Total	\$849,622.00

Type Code X721Mosier Undercrossing Extension (153')(Sta. 1505+67.68)

Remodel Existing Structure and Provide for Traffic	All Required	\$ 10,000.00
Structural Excavation	95 cu. yds.	\$ 4.00 380.00
Furnish Treated Timber Piling	1,035 lin. ft.	1.25 1,293.75
Drive Timber Piles	23 only	70.00 1,610.00
Class "A" Concrete (114 cu.yds. at \$72.00)	All Required	8,208.00
Metal Reinforcement (36,200 lbs. at \$0.14)	All Required	5,068.00
Metal Handrail	126 lin. ft.	12.00 1,512.00
Concrete Slope Paving	45 sq. yds.	9.00 405.00
Salvage and Reinstall Slope Paving	200 sq. yds.	10.00 2,000.00
8-inch Metal Drain Pipe	110 lin. ft.	4.00 <u>440.00</u>
		\$ 30,916.75

Type Code X021Rock Creek Bridge Widening (Sta. 1496+23.52 to Sta. 1497+33.02)

Remodel Existing Structure and Provide for Traffic	All Required	\$ 11,000.00
Shoring, Cribbing, Etc.	All Required	5,000.00
Structural Excavation	350 cu. yds.	\$ 8.00 2,800.00
Structural Excavation Below Elevation Shown	40 cy. yds.	10.00 400.00
Furnishing Steel Piling	660 lin. ft.	5.50 3,630.00
Drive Steel Piles	12 only	95.00 1,140.00
Splice Steel Piles	3 only	45.00 135.00
Class "A" Concrete (314 cu.yds. at \$72.00)	All Required	22,608.00
Seal Concrete	90 cu. yds.	30.00 2,700.00
Metal Reinforcement (87,200 lbs. at \$0.135)	All Required	11,772.00
Salvage and Reinstall Metal Handrail	127 lin. ft.	12.00 1,524.00
8-inch Metal Drain Pipe	54 lin. ft.	4.00 <u>216.00</u>
		\$ 62,925.00

Type Code X021Mosier Creek Bridge Widening (Sta. 1521+17.93 to Sta. 1523+00)Remodel Existing Structure and Provide
for Traffic

Shoring, Cribbing, Etc.	All Required		\$ 5,400.00
Structural Excavation	All Required		5,000.00
Structural Excavation Below Elevation Shown	460 cu. yds.	\$ 8.00	3,680.00
Furnish Untreated Timber Piling	40 cu. yds.	10.00	400.00
Drive Timber Piles	4,250 lin. ft.	0.90	3,825.00
Furnish Steel Piling	85 only	50.00	4,250.00
Drive Steel Piles	1,850 lin. ft.	5.50	10,175.00
Splice Steel Piles	23 only	110.00	2,530.00
Class "A" Concrete (595 cu.yds. at \$75.00)	6 only	45.00	270.00
Seal Concrete	All Required		44,625.00
Metal Reinforcement (169,200 lbs. at \$0.14)	100 cu. yds.	35.00	3,500.00
8-inch Metal Drain Pipe	All Required		23,688.00
	75 lin. ft.	4.00	300.00

\$107,643.00

Subtotal

\$201,484.75

10% Engr. & Cont.

20,148.25

Total

\$221,633.00

Length of Roadway 6.034 Miles
 Length of 3 Structures 0.038 Mile
 Total Length 6.072 Miles
 Cost of Roadway per Mile \$140,805.76

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$ 849,622.00	\$780,000.00	\$ 69,622.00
Structures	221,633.00	200,000.00	21,633.00
	<u>\$1,071,255.00</u>	<u>\$980,000.00</u>	<u>\$ 91,225.00</u>

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(17)61

HOOD RIVER-SHROOGEN SECTION OF THE COLUMBIA
RIVER HIGHWAY IN HOOD RIVER AND WASCO COUNTIES

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 30, 1959

Type Code 6201

Roadway (Sta. 1246+00 to Sta. 1568+50)

Drainage Excavation, Unclassified	16 cu. yds.	\$ 3.00	\$ 48.00
General Excavation, Unclassified	23,000 cu. yds.	0.40	9,200.00
15-inch Concrete Pipe	170 lin. ft.	3.50	595.00
Concrete Inlets, Type "O-2"	4 only	100.00	400.00
1 1/2-inch Electrical Conduit	130 lin. ft.	1.75	227.50
Type 1 Fence	1,200 rods	5.00	6,000.00
Type 3 Fence	80 rods	20.00	1,600.00
Salvaging and Reinstalling Guard Rail	28,000 lin. ft.	1.50	42,000.00
Metal Guard Rail	22,000 lin. ft.	2.75	62,150.00
Metal Median Barrier	33,000 lin. ft.	4.25	140,250.00
Concrete in End Basins	1 cu. yds.	100.00	100.00
Guide Posts, Type "W-1"	340 only	6.00	2,040.00
Guide Posts, Type "W-2"	24 only	6.75	162.00
Guide Posts, Type "Y-2"	60 only	7.00	420.00
Guide Posts, Type "Y-3"	3 only	8.00	24.00
Coarse Crushed Material in Base	104,000 tons	1.25	130,000.00
3/4" - 0 Material in Base	45,000 tons	1.35	60,750.00
Sprinkling	2,480 M-gals.	2.50	6,200.00
Preparation of Base	All Required		9,000.00
3/4" - 0 Material in Binder Course	1,580 cu. yds.	3.25	5,135.00
Furnishing and Placing Aggregates	3,040 cu. yds.	3.25	9,880.00
RC-3 Asphalt	260 tons	42.00	10,920.00
120-150 Asphalt	230 tons	40.00	9,200.00
RS-1 Asphalt	74 tons	42.00	3,108.00
Asphaltic Concrete Mixture	46,500 tons	3.35	155,775.00
Asphalt in Mixture	2,560 tons	27.50	70,400.00
Asphaltic Concrete Traffic Markers	480 lin. ft.	1.00	480.00
Portable Traffic Barrier	1,760 lin. ft.	4.50	7,920.00
Flashing Beacon and Detour Lighting	All Required		5,300.00
Detour Signing	All Required		1,000.00
Removal of Existing Sign Installations	All Required		300.00
Furnish 8" BP 36# Piling	297 lin. ft.	7.00	2,079.00
Drive Steel Piles	18 only	85.00	1,530.00
Metal Sign Posts	All Required		650.00
Wood Sign Posts	All Required		1,400.00
Type "A" Signs in Place	516.3 sq. ft.	8.00	4,130.40
Type "B" Signs in Place	232 sq. ft.	10.00	2,320.00
Type "C" and "D" Signs in Place	382 sq. ft.	5.50	2,101.00
Type "E", "F" and "G" Signs in Place	44.9 sq. ft.	6.00	269.40
Type "J" Signs in Place	4.2 sq. ft.	6.00	25.20

\$765,089.50

Lighting Island Nose	All Required	\$ 300.00
Flagging (57% of Contractor's Cost)	All Required	7,500.00
Signs (Temporary)	All Required	100.00
Work by Pacific Power and Light Co.	All Required	<u>3,200.00</u>
	Subtotal	\$776,189.50
	10% Engr. & Cont.	<u>77,618.50</u>
	Total	\$853,808.00

Type Code X721Mosier Undercrossing Extension (153')(Sta. 1505+67.68)

Remodel Existing Structure and Provide for Traffic	All Required	\$ 10,000.00
Structural Excavation	95 cu. yds.	\$ 4.00 380.00
Furnish Treated Timber Piling	1,035 lin. ft.	1.25 1,293.75
Drive Timber Piles	23 only	70.00 1,610.00
Class "A" Concrete (114 cu.yds. at \$72.00)	All Required	8,208.00
Metal Reinforcement (36,200 lbs. at \$0.14)	All Required	5,068.00
Metal Handrail	126 lin. ft.	12.00 1,512.00
Concrete Slope Paving	45 sq. yds.	9.00 405.00
Salvage and Reinstall Slope Paving	200 sq. yds.	10.00 2,000.00
8-inch Metal Drain Pipe	110 lin. ft.	4.00 440.00
		<u>\$ 30,916.75</u>

Type Code X021Rock Creek Bridge Widening (Sta. 1496+23.52 to Sta. 1497+33.02)

Remodel Existing Structure and Provide for Traffic	All Required	\$ 11,000.00
Shoring, Cribbing, Etc.	All Required	5,000.00
Structural Excavation	350 cu. yds.	\$ 8.00 2,800.00
Structural Excavation Below Elevation Shown	40 cu. yds.	10.00 400.00
Furnishing Steel Piling	660 lin. ft.	5.50 3,630.00
Drive Steel Piles	12 only	95.00 1,140.00
Splice Steel Piles	3 only	45.00 135.00
Class "A" Concrete (314 cu.yds. at \$72.00)	All Required	22,608.00
Seal Concrete	90 cu. yds.	30.00 2,700.00
Metal Reinforcement (87,200 lbs. at \$0.135)	All Required	11,772.00
Salvage and Reinstall Metal Handrail	127 lin. ft.	12.00 1,524.00
8-inch Metal Drain Pipe	54 lin. ft.	4.00 216.00
		<u>\$ 62,925.00</u>

Type Code X021Mosier Creek Bridge Widening (Sta. 1521+17.93 to Sta. 1523+00)Remodel Existing Structure and Provide
for Traffic

Shoring, Cribbing, Etc.

Structural Excavation

Structural Excavation Below Elevation Shown

Furnish Untreated Timber Piling

Drive Timber Piles

Furnish Steel Piling

Drive Steel Piles

Splice Steel Piles

Class "A" Concrete (595 cu.yds. at \$75.00)

Seal Concrete

Metal Reinforcement (169,200 lbs. at \$0.14)

8-inch Metal Drain Pipe

All Required		\$	5,400.00
All Required			5,000.00
460 cu. yds.	\$ 8.00		3,680.00
40 cu. yds.	\$ 10.00		400.00
4,250 lin. ft.	0.90		3,825.00
85 only	50.00		4,250.00
1,850 lin. ft.	5.50		10,175.00
23 only	110.00		2,530.00
6 only	45.00		270.00
All Required			44,625.00
100 cu. yds.	35.00		3,500.00
All Required			23,688.00
75 lin. ft.	4.00		300.00

\$107,643.00

Subtotal

\$201,484.75

10% Engr. & Cont.

20,148.25

Total

\$221,633.00

Length of Roadway 6.034 Miles
 Length of 3 Structures. 0.038 Mile
 Total Length. 6.072 Miles
 Cost of Roadway per Mile. \$141,499.50

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$ 853,808.00	\$785,000.00	\$ 68,808.00
Structures	221,633.00	200,000.00	21,633.00
	\$1,075,441.00	\$985,000.00	\$ 90,441.00

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FOR FILING
Hood River-Shogren Section

Contract No. 5589

FINAL COST ANALYSIS

Paving

Contractor: Rogers Construction Co.

Resident Engineer: Glenn A. Starkey

NOTED
W. C. WILLIAMS

August 28, 1961

Columbia River Highway

Hood River & Wasco Counties

Item 5589	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Drainage Excavation	52.10	Cu. Yd.	4.00	3.81	198.52	208.40
General Excavation	21,755.80	Cu. Yd.	0.50	0.58	12,763.34	10,877.90
Conc. Inlets - Type G2	2	Each	75.00	68.44	136.88	150.00
1-1/2" Elec. Conduit	120	Lin. Ft.	1.50	1.35	162.46	180.00
Type 1 Fence	884.89	Rod	5.25	5.00	4,424.45	4,645.67
Type 3 Fence	79.52	Rod	14.00	14.00	1,113.28	1,113.28
Metal Guard Rail	48,711.75	Lin. Ft.	2.35	2.17	105,704.49	114,472.61
Metal Median Barrier	32,471.65	Lin. Ft.	3.80	3.30	107,156.45	120,145.11
Conc. End Pieces	1	Each	100.00	90.00	90.00	100.00
Guide Posts W-1	326	Each	5.50	5.25	1,711.50	1,793.00
Guide Posts W-2	15	Each	6.50	6.00	90.00	97.50
Guide Posts Y-2	65	Each	6.75	6.00	390.00	438.75
Guide Posts Y-3	3	Each	7.50	7.00	21.00	22.50
Coarse Cr. Base	121,632.16	Ton	1.20	1.26	153,473.97	145,958.59
3/4"-0 Mat'l in Base	40,181.36	Ton	1.20	1.26	50,700.35	48,217.63
Sprinkling	4,331.20	M-Gal	1.50	1.08	4,718.52	6,526.80
Preparation of Base	All	Lump	2,600.00	2,597.71	2,597.71	2,600.00
3/4"-0 Mat'l in Binder	518	Cu. Yd.	2.25	2.55	1,318.39	1,165.50
Furnish & Place Aggreg.	2,901	Cu. Yd.	2.75	2.62	7,617.60	7,977.75
RC-3 Asphalt	120.22	Ton	39.00	36.48	4,385.63	4,688.58
120-150 Asphalt	201.87	Ton	37.50	36.01	7,268.89	7,570.13
RS-1 Asphalt	67.41	Ton	42.00	41.82	2,819.01	2,831.22

Final Cost Analysis - Contract No. 5589
Hood River-Shogren Section

Page 2

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Asphalt Concrete Mix	49,514.95	Ton	3.25	3.60	178,451.69	160,923.59
Asphalt in Mix	2,736.11	Ton	28.25	28.82	78,861.47	77,295.11
Asphalt Conc. Markers	736.20	Lin. Ft.	1.00	1.00	736.20	736.20
Portable Traffic Barrier	1,583.75	Lin. Ft.	4.00	4.07	6,450.47	6,335.00
Flashing Beacons	All	Lump	4,500.00	4,546.54	4,546.54	4,500.00
Detour Signing	All	Lump	1,000.00	1,067.52	1,067.52	1,000.00
Remove Existing Signs	All	Lump	150.00	153.11	153.11	150.00
Furnish 8" Piling, Steel	297	Lin. Ft.	6.50	6.21	1,843.21	1,930.50
Drive Steel Piling	16	Each	75.00	123.91	1,982.65	1,200.00
Metal Sign Posts	All	Lump	1,200.00	1,608.44	1,608.44	1,200.00
Wood Sign Posts	All	Lump	900.00	1,124.48	1,124.48	900.00
Type "A" Signs in Place	516.30	Sq. Ft.	6.00	8.93	4,612.30	4,130.40
Type "B" Signs in Place	232	Sq. Ft.	7.75	9.08	2,106.95	1,798.00
Type "C" & "D" Signs in Place	382	Sq. Ft.	4.25	4.40	1,680.84	1,623.50
Type "E", "F", "G" Signs in Place	44.90	Sq. Ft.	5.50	5.42	243.29	246.95
Type "J" Signs in Place	4.20	Sq. Ft.	8.50	7.98	33.50	35.70
Remodel Exist. Structure	All	Lump	12,000.00	14,396.83	14,396.83	12,000.00
Structural Excavation	55.22	Cu. Yd.	4.00	4.01	221.55	220.88
Furnish Timber Piling	1,035	Lin. Ft.	1.20	1.18	1,222.47	1,242.00
Drive Timber Piling	23	Each	55.00	45.00	1,035.00	1,265.00
Class "A" Concrete	All	Lump	8,550.00	8,987.96	8,987.96	8,550.00
Metal Reinforce	All	Lump	3,800.00	3,654.00	3,654.00	3,800.00
Metal Handrail	125	Lin. Ft.	15.00	15.50	1,937.27	1,875.00

Final Cost Analysis - Contract No. 5589
Hood River-Shogren Section

Page 3

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Remodel E 1st. Structure	All	Lump	12,000.00	14,446.71	14,446.71	12,000.00
Shoring and Cribbing	All	Lump	5,000.00	5,337.57	5,337.57	5,000.00
Structural Excavation	363.84	Cu. Yd.	8.00	8.73	3,174.88	2,910.72
Struc. Excav., BL. Elev.	5.58	Cu. Yd.	15.00	15.86	88.49	83.70
Furnish Steel Piling	660	Lin. Ft.	4.25	4.20	2,769.71	2,805.00
Drive Steel Piles	12	Each	70.00	62.00	744.00	840.00
Class "A" Concrete	All	Lump	23,550.00	27,153.44	27,153.44	23,550.00
Seal Concrete	76.84	Cu. Yd.	45.00	47.86	3,677.73	3,457.80
Metal Reinforcement	All	Lump	9,600.00	10,194.45	10,194.45	9,600.00
Salvage-Reinstall Handrail	126.81	Lin. Ft.	10.00	9.96	1,262.95	1,268.10
Remodel Exist. Structure	All	Lump	12,000.00	14,328.06	14,328.06	12,000.00
Shoring and Cribbing	All	Lump	8,000.00	7,838.47	7,838.47	8,000.00
Structural Excavation	573.97	Cu. Yd.	8.00	6.00	3,443.82	4,591.76
Timber Piling	4,250.00	Lin. Ft.	0.80	0.80	3,395.67	3,400.00
Drive Timber Piling	85	Each	57.00	56.76	4,825.00	4,845.00
Furnish Steel Piling	1,850.	Lin. Ft.	4.25	4.18	7,723.85	7,862.50
Drive Steel Piles	23	Each	70.00	65.00	1,495.00	1,610.00
Class "A" Concrete	All	Lump	41,650.00	44,042.93	44,042.93	41,650.00
Seal Concrete	85.92	Cu. Yd.	40.00	40.87	3,512.26	3,436.80
Metal Reinforcement	All	Lump	19,500.00	18,255.51	18,255.51	19,500.00
PA 15" Non-reinforced Pipe	105	Lin. Ft.	2.20	1.72	180.33	231.00
PA Adj. Cost of Guard Rail	48,711.75	Lin. Ft.	0.10			-4,871.18
PA Adj. Cost of Median Barrier	32,471.65	Lin. Ft.	0.20			-6,494.33
PA Cement Adj.	45.90	Bbl	4.40			201.96

Final Cost Analysis - Contract No. 5589
Hood River-Shogren Section

Page 4

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA Stockpile AC Aggreg.	3,322.50	Cu. Yd.	1.50	1.38	4,574.72	4,983.75
PA Adj. Concrete "A"	1.21	Cu. Yd.	75.00			90.75
PA Adj. Metal Reinforcement	79.93	Lbs	0.105			8.39
PA Adj. Class "A" Concrete	0.46	Cu. Yd.	75.00			-34.50
PA Adj. Metal Reinforcement	74.34	Lbs	0.115			-8.55
PA Adj. Class "A" Concrete	1.44	Cu. Yd.	70.00			-100.80
PA Adj. Metal Reinforcement	317.29	Lbs	0.115			-36.49
FA Flagging	All				5,198.89	3,893.13
FA Rock Backfill	All				108.32	223.14
FA Raise Overcrossing	All				2,997.88	3,317.88
FA Sign Adjustment	All				269.58	298.36
FA Repair Overcrossing	All				294.81	326.28
					<u>\$977,239.21</u>	<u>\$945,178.92</u>

	<u>Revenue</u>	<u>Cost</u>	<u>Loss</u>	<u>% Loss</u>
Rogers Construction Co.	543,572.88	575,633.17	32,060.29	5.90
Sub-Goodat Crane Service	19,373.94	19,373.94	- -	-
Sub-Soule Steel	32,149.00	32,149.00	- -	-
Sub-Highway Protection	220,701.17	220,701.17	- -	-
Hired-Olson Construction Co.	129,381.93	129,381.93	- -	-
TOTAL	<u>\$945,178.92</u>	<u>\$977,239.21</u>	<u>\$32,060.29</u>	<u>3.39</u>

DETAIL OF COST - Contract No. 5589

Labor:

Labor (All)	\$ 146,570.90	
Tax - Insurance	12,165.38	
Welfare - Pension	<u>7,914.90</u>	\$ 166,651.18

Materials:

RC-3 Asphalt	3,215.89	
60-70 Asphalt	47,495.28	
85-100 Asphalt	18,171.36	
RS-1 Asphalt	1,739.18	
120-150 Asphalt	4,844.88	
1-1/2" Conduit	84.00	
Concrete	23,125.00	
Concrete Pipe	152.25	
Other Materials	<u>51,796.61</u>	150,624.45

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	133,455.51	
Equipment Rental, Hired	10,333.13	
Gas and Oil	12,157.27	
Bond	4,975.89	
Transport and Freight	20,882.73	
Home Office and General Overhead	32,570.44	
Move In and Out	7,264.46	
Explosives, Drills, etc.	10,849.02	
Miscellaneous Costs	14,184.60	
Freight on Asphalt	<u>11,684.49</u>	258,357.54

Hired Contractor:

Russell Olson Construction Co.	<u>129,381.93</u>	129,381.93
--------------------------------	-------------------	------------

Sub-Contractors:

Goodat Crane Service	19,373.94	
Soule Steel	32,149.00	
Highway Protection	<u>220,701.17</u>	272,224.11

TOTAL COST

\$ 977,239.21

Remarks - Contract No. 5589

This was a "Federal Aid Interstate Highway Project" and was to be conducted in accordance with Federal regulations applying to that class of project, calling for construction of 6.03 miles of stone base and shoulders, involving 149,000 tons of crushed materials; construct asphaltic concrete pavement on interchange legs, main highway shoulders and speed change lanes, involving approximately 46,500 tons of asphaltic concrete; construction of Type 0-11 modified oil mat wearing surface on highway shoulders; construct approximately 22,600 linear feet of metal guard rail and 33,000 linear feet of metal median barrier; widening of existing Mosier Creek structure on each side; widening of existing Rock Creek structure on south side and raising of existing portion to new grade; raising and lengthening existing Mosier Undercrossing structure and installation of signing structures and signs, and such additional and incidental work.

The west end of the project was at Station 1246+00, which station is located at the east end of the existing Hood River Interchange. The east end of the project was at Station 1568+50, which station is located approximately 750 feet west of the Shogren Railroad Overcrossing 1.3 miles east of Mosier. The overall length of the project was 6.09 miles.

Contract was awarded January 28, 1960 and contractor started work February 8, 1960 setting up crusher and drilling coyote hole. Work on the project continued steady but the crushing plant did not make as good a production as was expected. Work was completed November 2, 1960.

Equipment used on the project was: 80-D shovel; 2 air compressors; 4 rollers; 1 crane; 2 power graders; crushing plant; water wagons; stompal; 4-yd. Mich. loader; paving plant; 3 Barber-Greene's; rotary auger; 4 TST 23's; 3 10-yd. trucks; 3 18-yd. trucks, and miscellaneous service trucks and pickups.

This project had good supervision and equipment in good shape but bid prices were too close to cost. The pro-rating of office and overhead resulted in the loss.

M. N. Juve
Chief Cost Analyst

By

H. R. Sturgis

RECEIVED
MAY 1 1961

FOR FILING

I-80N-3(17)61
5589

May 1, 1961

The Fidelity & Casualty Co. of N. Y.,
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

State Highway contract #5529 for structures-paving-signing on the Hood River-Shogren Section of the Columbia River Highway in Hood River-Wasco Counties was completed by the contractor, Rogers Const. Co., on November 2, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of \$31,431.48 will be released to the contractor after acceptance by the Commission. The total contract amount is \$945,178.92, of which amount \$6,058.79 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N. Y.
McGovern-Carroll Co.,
527 Peyton Bldg.,
Spokane 1, Washington

cc: Rogers Const. Co.,
11760 NE Glean St.,
Portland 16
Oregon

RECEIVED
FEB 16 1961

FOR FILING

I-80N-3(17) 61
449

February 15, 1961

The Fidelity & Casualty Co. of N. Y.
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Const. Co., on contract #5589 for structures-paving-signing on the Hood River-Shogren Section of the Columbia River Highway in Hood River-Wasco Counties.

This payment, in the amount of \$6,268.40, will be released to contractor on or after February 24, 1961. The retained percentage is \$28,113.60.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N. Y.,
McGovern-Carroll Co.,
527 Peyton Bldg.,
Spokane 1, Washington

cc: Rogers Const. Co.,
11760 NE Glisan St.,
Portland 16
Oregon

RECEIVED
DEC 19 1960

FOR FILING

I-10N-3(17)61
5589

December 16, 1960

Mr. C. O. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 2, 1960, on Contract No. 5589, Hood River-Shogren Section, in Hood River County, in connection with Federal Aid Project No. I-80N-3(17)61.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
NOV 30 1960

FOR FILING

1-40N-3(17) 61
5589

November 30, 1960

The Fidelity & Casualty Co. of N. Y.
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

It is the intention of the State Highway Commission to release to Rogers Const. Co., a portion of the funds heretofore retained by the Commission on contract #5589, for structures-paving-signing the Hood River-Shegwen Section of the Columbia River Highway in Hood River-Wasco Counties.

This payment, in the amount of \$20,402.38, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$27,946.12. The present payment will be released on or after December 9, 1960.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc:

The Fidelity & Casualty Co. of N. Y.
McGovern-Carroll Co.,
527 Peyton Bldg.,
Spokane 1, Washington

cc: Rogers Const. Co.,
11760 NE Glisan Street
Portland 16, Oregon

RECEIVED
NOV 10 1960

FOR FILING

1-8CN-3(17)61

Salem, Oregon
November 9, 1960

5589

Mr. C. G. Swenson
County and City Relations Engineer
OFFICE

This is to advise you that work was completed on
November 2, 1960, on Contract No. 5589, Hood River-Shogren
Section, in Hood River and Wasco Counties, in connection
with Federal Aid Project No. I-8CN-3(17)61.

R. L. Porter
Office Engineer

CN:bb

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 4, 19 60

Section Hood River-Shogren Kind of work Paving
 Highway Columbia River County Hood River & Wasco Section prefix 614-1041
 Contractor Rogers Construction Co. Contract number 5589
 Date of contract January 28, 19 60 Specified work days 140
 Date work started February 9, 19 60 Work days used 140
 Project authorization \$ 1,021,339.18 Per cent of time elapsed 100%
 Exclusive of engineering \$ 948,710.62
 Estimated cost of completed project, exclusive of engineering \$ 948,710.62
 Estimated per cent overrun or underrun %
 Per cent of contract completed, based on estimated cost 100%
 Engineering authorization \$ 72,628.56
 Engineering cost to date \$ 68,000, 94% Date project was completed November 2, 19 60

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
	100	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Fence installation in Koberg Beach Quarry was completed Wednesday.

Estimated date for completion of clean-up, 11-15-60.

This will be the last weekly report.

NOTED

CONSTRUCTION DIVISION
 RECEIVED

NOV 7 1960

NOTED-
 CE ACE ALE COE

Signed

Glenn A. Starkey
 Address P.O. Box 596 Hood River, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.3	6.03		6.03	6.03
Miles partially completed					
Miles completed	0.3	6.03		6.03	6.03
Total estimated quantities (contract)	23,000	119,000		4,620	46,500
Total quantities corrected to date	21,755	161,813.52		3,419	49,514.95
Estimated quantities moved or placed to date	21,755	161,813.52		3,419	49,514.95
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men 3

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	rain		
Monday	rain		
Tuesday	rain		
Wednesday	rain		
Thursday	clear		
Friday	clear		
Saturday	clear		



RECEIVED

OREGON STATE HIGHWAY DEPARTMENT

FOR FILING

INTER-DEPARTMENT CORRESPONDENCE

7-80N-3 (17) 61

Salem, Oregon

September 2, 1960

SUBJECT: Hood River-Shogren Section
Columbia River Highway

To:

Mr. R. L. Porter
Office Engineer
Office

We have been informed by the Materials Testing Laboratory that the guard rail and median barrier rail on this project has failed to meet the Oregon State Highway Department standards for tensile and joint strength. Tests on the rail were not made until some time after it had been erected.

Please, therefore, stop all payments to the contractor as of this date until further notification.

Tom Edwards
Construction Engineer

By

E. D. Klaboe
E. D. Klaboe
Field Construction Engineer

FBK:fp

cc C. H. Maison
Forrest Cooper ✓



IDAHO
MONTANA
OREGON
WASHINGTON

RECEIVED
JUL 13 1960

FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

1-80N-3(17)61
When replying, refer to:
08-35.4-DA
5589

408 State Highway Building
Salem, Oregon

July 12, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-3(17)61
Hood River-Shogren Section
Columbia River Highway

Dear Sir:

Reference is made to Mr. O. A. White's letter dated June 27, 1960, copy attached, concerning the inadvertent use of 15-inch plain concrete pipe instead of the specified reinforced pipe under off ramps at the Mosier Interchange.

It is our opinion also that, under the circumstances, it would be best to permit the pipe to remain in place. If no distress has been observed under construction traffic and none develops before all work on subject project has been completed, there should be no failure under regular highway traffic.

In the unlikely event that future replacement should be required, it will be considered a maintenance obligation assumed by the State and thus a nonparticipating item.

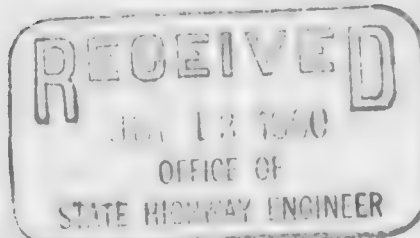
As mentioned in your letter, a price adjustment will be necessary.

Very truly yours,

C. G. Polk
Division Engineer

By:
E. H. Cowan
E. H. Cowan
Acting Division Engineer

NOTED
FORREST COOPER



Attachment

*Copy to Mr. Williams
7/14/60.*
G. S. PARKER

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 27, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE ENGINEER
LEONARD I. LINDAS
CHIEF COUNSEL

1-80N-3117161

✓

W.H.S.

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Concrete Pipe for
Hood River-Shogren
Project

Dear Sirs:

Inspection and testing of concrete pipe for the referenced project has disclosed that 15 inch plain or non-reinforced pipe has been placed under the two off ramps at the Mosier Interchange whereas reinforced pipe is specified. Investigation indicates that the error was an oversight on the part of the supplier with no intent to defraud. Older specifications exempted both 12 and 15 inch from requiring reinforcement. The present specifications exempt only the 12 inch from reinforcement. The manufacturer has not supplied 15 inch pipe to state projects since the change in specifications.

This is no way an attempt to white wash the carelessness evidenced in not examining specifications and in not notifying this office prior to delivering any order, which is the normal procedure. However, since the pipe is in place, backfilled, and covered with base rock and pavement, replacement at this time will undoubtedly result in settlement requiring an unsightly patch before the project is completed. Since the pipe test indicates concrete strength well above that specified and the fill load is relatively low, and since the pipe did not break under construction traffic, which is normally more destructive to pipe than highway traffic, it is recommended that this office be authorized to accept the pipe for the use indicated and that the engineer be instructed to deduct the difference between plain and reinforced pipe from the prime contractor's payment.

Very truly yours,

G. W. HARRA
Engineer of Materials

3y

OAW:bjw
cc: G.S. Paxson
Dean Swift
G.A. Starkey

O. A. WHITE
Asst. Engineer of Materials

RECEIVED

JUL - 1 1960

COMMISSIONERS

BEN R. CHANDLER, CHAIRMAN
COOS BAY**FOR FILING**CHAS. H. REYNOLDS, MEMBER
LA GRANDEM. K. MCIVER, MEMBER
PORTLAND

5589

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, OregonRe: Concrete Pipe for
Hood River-Shogren
Project

Dear Sir:

Inspection and testing of concrete pipe for the referenced project has disclosed that 15 inch plain or non-reinforced pipe has been placed under the two off ramps at the Mosier interchange whereas reinforced pipe is specified. Investigation indicates that the error was an oversight on the part of the supplier with no intent to defraud. Older specifications exempted both 12 and 15 inch from requiring reinforcement. The present specifications exempt only the 12 inch from reinforcement. The manufacturer has not supplied 15 inch pipe to state projects since the change in specifications.

This is no way an attempt to white wash the carelessness evidenced in not examining specifications and in not notifying this office prior to delivering any order, which is the normal procedure. However, since the pipe is in place, backfilled, and covered with base rock and pavement, replacement at this time will undoubtedly result in settlement requiring an unsightly patch before the project is completed. Since the pipe test indicates concrete strength well above that specified and the fill load is relatively low, and since the pipe did not break under construction traffic, which is normally more destructive to pipe than highway traffic, it is recommended that this office be authorized to accept the pipe for the use indicated and that the engineer be instructed to deduct the difference between plain and reinforced pipe from the prime contractor's payment.

Very truly yours,

G. W. HARRA
Engineer of Materials

By

O. A. WHITE

Ass't. Engineer of Materials

DAW:bjw

cc: G. S. Paxson

Dean Swift

G. A. Starkey

RECEIVED

JUN 27 1960

OFFICE OF

STATE HIGHWAY ENGINEER

NOTED

RECEIVED
MAY 17 1960

FOR FILING

J 86N-307761
5589

May 16, 1960

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering raising the Mosier Connection on the Hood River-Shogren Section of the Columbia River Highway in Hood River and Wasco Counties, Contract No. 5589, in connection with Federal Aid Project No. 1-808-3(17)61.

This work is necessary to bring the structure to present standard clearance. Specified clearance in the provisions is 15 feet. Later standards require 16.3 feet of vertical clearance.

This work has been verbally approved by the DPR Bridge Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Incl.

DBP:ia

RECEIVED
MONTANA
OREGON
WASHINGTON
1960

FOR FILING

I-80N-3(17)61
When replying, refer to: 08-35.8-DA
5589

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

REGION EIGHT

408 State Highway Building
Salem, Oregon

April 26, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Pending Claims
I-80N-3(17)61, Hood River-
Shogren Section
I-5-4(20)198, Linn County Line-
McKenzie River Section

Dear Sir:

Receipt is acknowledged of Mr. Klaboe's letter of April 13, 1960 concerning a possible claim on Oregon Project I-80N-3(17)61, Hood River-Shogren, by the Rogers Construction Company, contractor on this section of Interstate highway, also a memorandum to the files dated April 15, 1960, by Mr. Edwards, relative to a possible claim by the Natt McDougall Company, contractor on Oregon Project I-5-4(20)198, Linn County Line-McKenzie River Section of the Pacific Highway. Both claims have resulted from apparent errors in computing the original bid quantities, thereby causing considerable underruns when the actual pay quantities were computed.

The claim by the Rogers Construction Company involves the 3/4-0 base material item which represents a mere 6% of the total monetary value of the over-all contract. This would be considered a minor item and since it is inherent in the nature of highway construction that some changes will occur in the planned quantities during the execution of the work, this underrun would be well within a normal and expected margin of change. Even though the 3/4-0 base material item was reduced significantly, this reduction represents only 10% of the crushed aggregate tonnage required for this project.

The McDougall claim concerns an underrun in the embankment in place item. This would be considered a major item since it constitutes nearly 32% of the contract work by cost. This underrun which amounts to 21% of the embankment item or 6.8% of the total contract cost was also due to an apparent error in the original computations.

It is the feeling of this office that a revision should be made in your standard specifications or a clause included in your

special provisions specifying a percentage limitation with respect to alterations involving an increase or decrease in individual contract items or the total cost of work as calculated from the original proposed quantities. Quantity variations within these specified limits would be permissible without extra compensation to the contractor providing there is no material change in the character of the work being performed. Experience indicates the desirability of having such a provision in that the contractor may be influenced in making his bid by the lack of defined limitations, and also, such limitation may serve to reduce the number of claims for extra compensation as would be the case in the above situations.

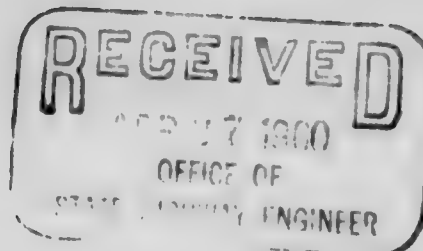
The omission of percentage limitations in your revised edition (May 1, 1954) of the Oregon Standard Specifications for Highway Construction was previously called to your attention by a Washington Office Memorandum dated February 10, 1955. Five copies of this memorandum were transmitted to your office by our letter of February 15, 1955.

Very truly yours,

C. G. Polk
Division Engineer

By:

D. M. Larich
D. M. Larich
Acting Division Engineer



RECEIVED
APR 5 1960

COMMISSIONERS
 M. K. McIVER, CHAIRMAN
 PORTLAND
 KENNETH N. FRIDLEY, MEMBER
 WASCO
 GLENN L. JACKSON, MEMBER
 MEDFORD
 FLOYD QUERY, SECRETARY
 SALEM

FOR FILING



STATE OF OREGON
 STATE HIGHWAY DEPARTMENT
 SALEM

April 13, 1960

Mr. C. G. Polk
 Division Engineer
 Bureau of Public Roads
 408 State Highway Building
 Salem, Oregon

Dear Sir:

Reference is made to the Hood River-Shogren Section of the Columbia River Highway, Project No. I-80N-3(17)61, our Contract No. 5589.

The quantity of 3/4"-0 Material in Base listed in the contract is 45,000 tons. The actual quantity that will be required is about 25,000 tons. The contractor for this section, the Rogers Construction Company, has notified us that they will expect extra compensation based on a prorata share of the move in and move out costs.

We have not, as yet, determined what their actual claim will be and this letter is merely forwarded to acquaint you with the situation as it now exists. You will be kept informed of any future developments.

Very truly yours,

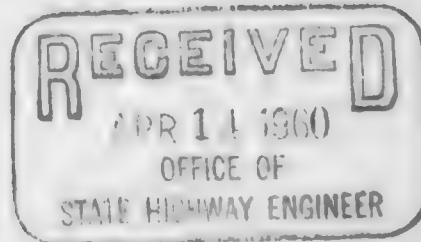
W. C. Williams
 State Highway Engineer

By

F. B. Klaboe
 F. B. Klaboe
 Field Construction Engineer

FBK:fp

cc Forrest Cooper
 R. L. Porter



RECEIVED

APR 12 1960

FOR FILING

I-80N-3(17)61

April 11, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering rock backfill at the Mosier Creek Bridge on the Hood River-Shogren Section of the Columbia River Highway in Hood River & Wasco Counties, Contract No. 5589, in connection with Federal Aid Project No. I-80N-3(17)61.

Settlement of the fill at the end of the Mosier Creek Bridge and sloughage of the roadbed must be repaired. The bridge is being widened and early attention is necessary.

This work has been verbally approved by the BPR District Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:sw
Encl.

RECEIVED
MAR 10 1960

FOR FILING

I-80N-3(17)61
When replying, refer to
08-35.6
5584

408 State Highway Building
Salem, Oregon

March 8, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Vertical Clearance on Mosier
Connection Structure
Oregon Project I-80N-3(17)61

Attention: Ivan Merchant

Dear Sir:

With reference to your letter of March 7, 1960 and our previous conversation on the vertical clearance at this structure, we feel the structure should be raised to provide the minimum 16' clearance. Since this involves a contract revision and negotiation of prices, we suggest a clearance of 16'-3" rather than the 17' minus mentioned in your letter.

Although it is costly to make this revision as indicated by your estimate of \$19,400 to provide 17' clearance, we believe the extra cost is justified since there is no by-pass for west-bound traffic and this structure, if it were to remain with 15' clearance, would be the only obstacle to high defense vehicles in a long section of the highway.

Very truly yours,

C. G. Polk
Division Engineer

RECEIVED
MAR 10 1960

RECEIVED
3 25 1960

COMMISSIONER
M. K. MCIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FOR FILING

I-50N-307 61



STATE OF OREGON
STATE HIGHWAY DEPARTMENT

SALEM
February 25, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Rogers Construction Co.,
11760 NE Olisan Street
Portland 16
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5589, awarded January 28, 1960,
for structures-paving-signing the Hood River-
Shogren Section of the Columbia River Highway
in Hood River-Wasco Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
FEB 17 1960

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 17, 1960

To:

Memo to the Files

SUBJECT: Hood River-Shogren Section
Columbia River Highway
Contract No. 5589

NOTED
W. C. WILLIAMS

On February 16, 1960, a memo to the files concerning the replacement of the Tuthill rail on this contract was written by Mr. Edwards. Item No. 3 of this memo stated that we would let a contract for the installation of the new rail to replace the Tuthill.

Subsequent communication with the Bureau of Public Roads' Engineer, Mr. Polk, has resulted in formulating a new plan for the installation of the new rail. Instead of letting a contract we will execute with the contractor on this contract a Price Agreement at his bid price of \$2.35 for the additional 28,000 feet of rail. The Price Agreement shall state that the bid price for rail on this contract is favorable in as much as it is lower than the average bid price for guard rail. The Price Agreement shall also state that the price of \$2.35 will be the entire compensation to the contractor for the increase in guard rail quantities.

Mr. Swift is hereby instructed to execute said Price Agreement and to also submit a State Force Order for salvaging and storing the Tuthill rail at a price of 12 cents per lineal foot.

During the salvaging operation, Mr. Swift should observe the utmost care to the end that his salvage operation dovetails perfectly with the contractor's operation and that said salvage operation does not interfere with or hinder the contractor's work in any way. In order that we do not hinder the contractor, we must pay strict attention to the element of time and the coordination of the efforts of the various people involved.

Tom Edwards
Construction Engineer

FBK:fp

cc Forrest Cooper
R. L. Porter
C. H. Maison
Dean Swift

By
J. B. Klaboe
J. B. Klaboe
Field Construction Engineer

OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 18 1960

FOR FILING

I-60N-3(17)61
5589

February 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Hood River-Thugren Section of the Columbia River Highway in Hood River and Wasco Counties, Contract No. 5589, in connection with Federal Aid Project No. I-60N-3(17)61.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:er

RECEIVED
FEB 17 1960

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 16, 1960

SUBJECT: Hood River-Shogren Section
Columbia River Highway
Contract No. 5589

To:

Memo to the Files

NOTED
W. C. WILLIAMS

Discussed with Mr. Cooper yesterday the advisability of salvaging and reinstalling the 28,000 feet of guard rail called for on this job. This guard rail is of an obsolete type (Tuthill). It appears that the guard rail should be salvaged and stored for use by our Maintenance Department.

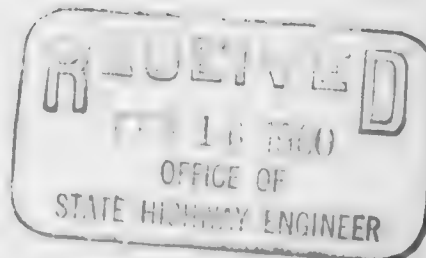
This job was originally built with bond money in which the Bureau of Public Roads did not participate. In past discussions with them, they have indicated that if we did not ask for participation on the guard rail that the Interstate job now under construction would be eligible for participation on new guard rail. The following steps therefore seem indicated:

1. Delete salvage of Tuthill rail from existing contract no. 5589.
2. Salvage this rail by State forces and store for maintenance use.
3. Program and let a contract for the installation of all new guard rail, completion of said contract to be correlated with work progress on paving contract no. 5589.

I am, by copy of this memo, requesting that Mr. Porter (1) delete this item from consideration for collection on the old contract; and, (2) they program the new rail with the Bureau and prepare plans and specifications for letting this contract separately.

LHY:fp
cc Forrest Cooper
R. L. Porter
C. H. Maison
Dean Swift

Tom Edwards
Construction Engineer



W.C.W. Old Rail quite light - not standard - some bent 4' we should have a standard rail along river

RECEIVED
FEB 16 1960

FOR FILING

— PON-3(17)61
5589

February 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on
February 8, 1960, on Contract No. 5589, Hood River-Shogren
section, in Hood River and Wasco Counties, in connection with
Federal Aid Project No. I-80N-3(17)61.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jfb

RECEIVED
FEB - 9 1960

FOR FILING

I-80N-3(17)61
359

February 9, 1960

Oregon State Highway Commission

Gentlemen:

At 4:00 P.M. on February 4, 1960, approval was granted for the establishment of a 35-mile-per-hour construction speed zone on the Hood River-Shogren Section of the Columbia River Highway. The zone covers that section of the Columbia River Highway, No. 2, between M.P. 63.00 and M.P. 69.50.

Your concurrence is requested in the above-mentioned construction speed zone. This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. P. M. Stephenson
Mr. F. B. Crandall

VPJ:mk ac

RECEIVED
JAN 29 1960

FOR FILING

80N-3(17)61

When replying, refer to:
08-35.1

5589

408 State Highway Bldg.
Salem, Oregon

January 28, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of
this date in award of Contract No. 5589 for Oregon Project I-80N-3(17)61,
Hood River-Shogren Section of the Columbia River Highway, to Rogers
Construction Co. of Portland, Oregon, low bidder in the amount of
\$896,757.05 at the January 21, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

*Orig.
Foster*

RECEIVED

RECEIVED
JAN 29 1960

FOR FILING

I-80N-2(17)61

5589

January 28, 1960

Rogers Construction Co.
11760 N. E. Glisan
Portland 20, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5589 for paving, structures and signing on the Hood River-Shogren Section of the Columbia River Highway in Hood River and Wasco Counties.

This award was based on your bid of \$896,757.85, which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC

RECEIVED
JAN - 7 1960

FOR FILING

When replying, refer to
08-35.4

408 State Highway Building
Salem, Oregon

January 5, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon
Project I-80N-3(17)61, Hood River-Shogren Section, Columbia River
Highway, structures, paving and signing.

This is to authorize your advertising for bids.

It is suggested that the thickness of the asphaltic concrete
pavement on the narrow 8.4-foot median areas be reduced to 2 inches
wherever found feasible as construction proceeds.

Very truly yours,

C. G. Polk
Division Engineer

*Ernest
Parker*

I-5-1(18) 50
#5590

Josephine Co. Line-
Evans Cr. Sec., Pac.
Hwy. (structure)

1960

RF 512

Mr Sedawick
F B 12000
12000

RECEIVED
AUG 22 1963

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

August 19, 1963

08-35.4-0 A. W. Parsons, Division Engineer
Salem, Oregon

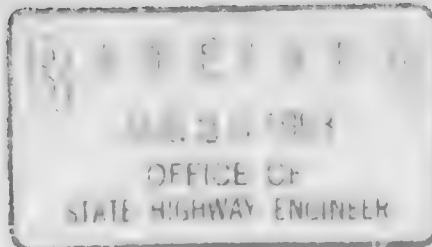
By: M. E. Martin
District Engineer
Dist. Engineer

Oregon Project I-5-1(18)50
Evans Creek Section
Supplemental Railroad Agreement

Mr. Young's August 15, 1963 letter forwarded two copies of the executed supplemental agreement, dated June 10, 1963, with the Southern Pacific Company in connection with the subject project.

The supplemental agreement has been approved effective this date.

NOTED
LLOYD P. SHAW



original To Young
cc Litchfield
8-22-63

RECEIVED
JUL 24 1963

FOR FILING
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

July 23, 1963

Western Union Telegraph Company
742 Market Street
San Francisco, California

W.U. Bill 12-108 Contract 5929
W.U. Bill 107, 1-102 Contract 5590

Attention: H. S. Rodney
Division Cashier

In regards to your letter of July 18 to the Oregon State Highway Department regarding the \$463.00 retained percentage on your bill No. 12-108, and your letter of July 19 to Mr. Ivan Merchant, regarding retained percentages of \$255.44 and \$69.81 on your bills No. 107 and 1-102.

All subject billings are awaiting final audit by the Bureau of Public Roads. We have no way of knowing when these audits will be completed, therefore, can only advise that as soon as the audits are finished, the retained percentages will be released.

Very truly yours,

C. H. Maison
Auditor

By:
Jess Jones
Accounting Division

JJ:cg

cc: Mr. Forrest Cooper
Mr. Floyd Query

NOTED
FORREST COOPER



RECEIVED
JUL 18 1963

FOR FILING

I-5-1(18)50
5570

RAILROAD COMPANIES
FILE NO. _____

Salem, Oregon
June 12, 1963

Agenda Item 4-f

Mr. L. I. Lindas
Chief Counsel
Office

Attention: Mr. J. N. Hershberger
Staff Attorney

Agreement with Southern Pacific Co.
Evans Creek Section
Pacific Highway
Contract No. 5590
Project No. I-5-1(18)50

Attached are two copies of an agreement with the Southern Pacific Company covering increase in Railroad Company's charges in connection with the crossing of the SP Co's Shasta Line near Rogue River by Interstate Route 5. These copies have been executed by the State Highway Commission and are now ready for execution by the Railroad Company.

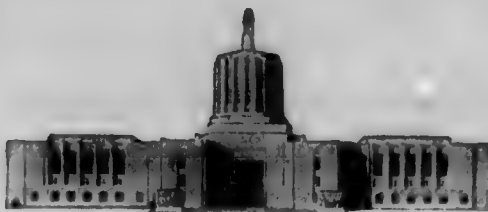
When fully signed please return one copy to this office for the Commission's files.

Secretary

fn
Attach: 2

cc - Mr. T. W. Litchfield

COMMISSIONERS
 GLENN L. JACKSON, CHAIRMAN
 MEDFORD
 KENNETH N. FRIDLEY, MEMBER
 WASCO
 DAVID B. SIMPSON, MEMBER
 PORTLAND
 FLOYD QUERY, SECRETARY
 SALEM



STATE OF OREGON
 STATE HIGHWAY DEPARTMENT
 SALEM 10

May 28, 1963



Oregon State Highway Commission

Gentlemen:

On April 16, 1959, an agreement was entered into with the Southern Pacific Company which covered details of a crossing of the Railroad's Shasta Line near Rogue River by Interstate Route 5. In that agreement there are items amounting to \$19,305 which represented the Railroad's expenses that were to be paid by the State and the State's contractor. The agreement further stated that in the event Railroad charges would exceed the estimate, it would be necessary to execute a supplemental agreement.

Due to the contract running over the specified time by a substantial amount, the Railroad charges are considerably more than were originally estimated. On the agenda for the June 10 meeting will appear the matter of considering a supplemental agreement with the Southern Pacific Company which will embrace Railroad charges now estimated to be \$30,241. These items represent out-of-pocket expense to the Railroad and are largely an eligible Federal-aid item. The watchman and flagman expense is largely borne by the contractor.

I recommend that this matter have your favorable consideration.

Very truly yours,

Forrest Cooper
 Forrest Cooper
 State Highway Engineer

(A)
 COPIES TO
 BE SIGNED

(by Commissioners)

cc Floyd Query
 R. L. Porter
 Victor D. Wolfe
 F. D. Morgan
 C. H. Maison
 L. I. Lindas

NOTED
 FLOYD QUERY

M

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 22, 1963

To:

Mr. R. L. Porter
Deputy State Highway Engineer
BUILDING

SUBJECT: Agreement with Southern Pacific Co.
Evans Creek Section
Pacific Highway
Contract No. 5590
Project No. I-5-1(18)50

Herewith you will find duplicate counter parts of the proposed supplement to the agreement with the Southern Pacific Company dated April 16, 1959 for the construction of the subject project.

This has been reviewed by our Legal and Accounting Divisions and found to be in order. Please place this on the agenda for the next Commission meeting.

F. D. Morgan
Construction Engineer

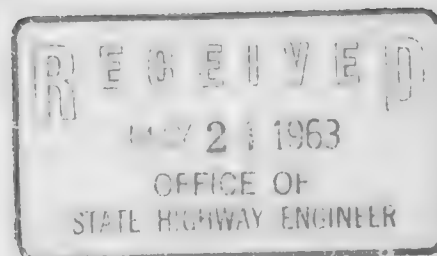
By



T. W. Litchfield
Utilities Liaison Engineer

TWL:fp

Attach.



Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

A. W. KILBORN
SUPERINTENDENT

April 9, 1963

GMO 76581
O-PD- 59-5

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem 10, Oregon

Attention: Mr. R. L. Porter
Deputy State Highway Engineer

Dear Sir:

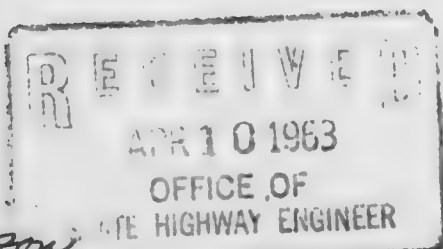
Referring to previous correspondence and telephone conversation with Mr. Kendrew of our Engineering Dept. relative supplemental agreement in connection with railroad charges for work in connection with the Rogue River overhead structure, as set forth in final billing.

Time for engineer inspector as shown in the billing is for engineering inspection. It is admitted that possibly in this one instance we would consider a portion of his time as in protective service, and it would be our opinion that approximately 10% of his time could be charged to this account.

It is our opinion that the engineer inspector is on the project performing engineering inspection as required by our instructions to him relative construction of overhead structures. He is our representative in charge of the project and is subject to our rules and regulations pertaining to protection of railroad facilities.

This letter is being written with the understanding that it will possibly enable the State of Oregon and Bureau of Public Roads to come to agreement as to charges submitted in connection with this State project.

Yours truly,

Contract
5590

Copy to Mr. Madison
4-12-63
ma

RECEIVED
MAY 9 - 1963

FOR FILING

5-10

Salem, Oregon
May 8, 1963

Mr. T. W. Litchfield
Utilities Liaison Engineer
BUTLAND

Agreement with Southern Pacific
Evans Creek Sec., Pacific Hwy.
State Contract #5590

Herewith duplicate copies of a proposed supplement to the Evans Creek agreement with the Southern Pacific Company. This is Interstate Project I-5-1(18)50.

Please examine this supplemental agreement, secure Legal Department approval and, if in order, return it to me for placing on the next Commission meeting agenda.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
att.

cc Mr. C. H. Nelson

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

A. W. KILBORN
SUPERINTENDENT

May 2, 1963

GMO 76581
O-PD-59-5

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem 10, Oregon

Attention: Mr. R. L. Porter
Asst. State Hwy. Engineer

Dear Sir:

Referring to previous correspondence and Doc. Audit No. 111495 dated April 16, 1959, which is Construction Agreement between Southern Pacific Co. and State of Oregon, covering overpass construction at Rogue River:

In compliance with your verbal request, have had prepared and am attaching duplicate counterparts of proposed first supplemental agreement which substitutes a new Exhibit A to reflect actual cost of work performed by railroad forces in connection with overpass construction at Rogue River. If satisfactory, please arrange for execution of both counterparts on behalf of the State and return them for further attention.

Please note that under Section 2 of the supplemental agreement, it is made effective as of August 1, 1960. In view of this provision, request that the State leave the first date blank to be inserted when agreement is signed by Southern Pacific Co.

Yours truly,

*A. W. Kilborn*NOTED
R. L. PORTER

RECEIVED
JUN 4 - 1963

FOR FILING

7-1(12)50
5570

June 3, 1963

Park and Shenk
Russ Building
San Francisco 4, California

Attention: Mr. George E. Kelly

Gentlemen:

Attached is a copy of Estimate No. 11 Final on
Contract No. 5590 awarded to S & D Construction Co.,
assigned to your company.

We believe that the items shown there will pro-
vide the information you requested as to debits and credits.
If they do not, please let us know and we will attempt to
provide more information.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

FQ:fp

ARTHUR PARK
SAMUEL G. SHENK
JOSEPH L. FINK
GEORGE E. KELLY
ROBERT E. LESLIE

ASSOCIATE COUNSEL
HAROLD D. CUTLER
FRED HERRINGTON

LAW OFFICES
OF
PARK AND SHENK

RUSS BUILDING
SAN FRANCISCO 4
YUKON 2-1000
CABLE ADDRESS
"PARKWORTH"

May 29, 1963

Oregon State Highway Commission
Salem 10, Oregon

Attention: Floyd Query, Secretary

Re: Contract No. 5590
S & D Construction - Evans Creek
Railroad Overcrossing

Dear Mr. Query:

Our client, the Home Indemnity Company, reports receipt of your check this morning. However, there was no attachment showing how the final amount was arrived at and, as per my request of April 3, I would appreciate your sending me a copy of your contract payment voucher which will reflect the debits and credits on this contract.

Very truly yours,

PARK and SHENK

George E. Kelly
George E. Kelly

GEK:ml

cc: Mr. Ivan D. Merchant



*Retained copy of final
contract payment voucher from
Arnold Kahler*

Cec

NOTED
C. W. HEAD

RECEIVED
MAY 29 1963

FOR FILING

I-5-1 (18) 50

5590

May 28, 1963

Oregon State Highway Commission

Gentlemen:

On April 16, 1959, an agreement was entered into with the Southern Pacific Company which covered details of a crossing of the Railroad's Shasta Line near Rogue River by Interstate Route 5. In that agreement there are items amounting to \$19,305 which represented the Railroad's expenses that were to be paid by the State and the State's contractor. The agreement further stated that in the event Railroad charges would exceed the estimate, it would be necessary to execute a supplemental agreement.

Due to the contract running over the specified time by a substantial amount, the Railroad charges are considerably more than were originally estimated. On the agenda for the June 10 meeting will appear the matter of considering a supplemental agreement with the Southern Pacific Company which will embrace Railroad charges now estimated to be \$30,241. These items represent out-of-pocket expense to the Railroad and are largely an eligible Federal-aid item. The watchman and flagman expense is largely borne by the contractor.

I recommend that this matter have your favorable consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
R. L. Porter
Victor D. Wolfe
F. D. Morgan
C. H. Maison
L. I. Lindas

RECEIVED
MAY 20 1963

FOR FILING

I 5-1 (18) 50
5590

May 17, 1963

Home Indemnity Co.,
American Bank Bldg.,
621 SW Morrison Street
Portland, Oregon

Gentlemen:

Contract #5590 awarded to S & D Const. Co., for RR Overcrossing on the Evans Creek Section of Pacific Highway in Jackson County was completed on June 16, 1961, and accepted by the Highway Commission on July 28, 1961.

Final payment, in the amount of \$20,117.29 will be released to the contractor, assigned to Home Indemnity Co., American Bank Bldg., Portland 4, Oregon, after May 24, 1963. The total contract amount is \$477,071.91 and no work was performed under force account.

You have been previously advised that claims have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Home Indemnity Co.,
Seth Leavens Ins. Agency
500 Jackson Tower
Portland, Oregon

cc: S & D Const. Co.,
4930 SE Roadway
Portland, Oregon

cc: L. H. Young
C. H. Maisen
Attn.: John Herr

RECEIVED
MAY 9 - 1963

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

May 7, 1963

Attention: Mr. C. H. Maison

08-35.5

A. W. Parsons, Division Engineer
Salem, Oregon

Railroad Flagging
Oregon Project I-5-1(18)50

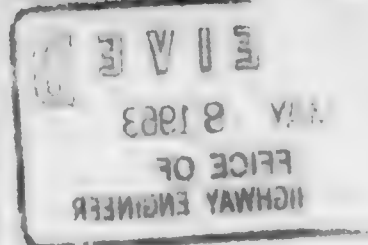
Your letter of April 26, 1963 requests our approval of the method to be used to prorate the engineering inspections contained in the Southern Pacific Railroad Invoice 452788, dated 2-25-63. The proration involves the portion of the engineering inspection that may be chargeable to the contractor as protective service (flagging) in accordance with the special provisions of the contract.

At the meeting held in our office on April 5, 1963, it was agreed that the railroad company, by utilizing the same person to perform both functions, had effected a saving in costs, and that the railroad company was in the best position to make the determination as to how much of the engineering inspection could be considered protective service.

The estimate of the railroad that 10% of the engineering inspection may be considered protective service, chargeable to the contractor in accordance with the provisions of the contract, appears reasonable.

We concur with your proposal that the amount of 10%, limited to the costs incurred after the contractor began construction on the project, be allocated as costs to the contractor. In accordance with verbal advice from your office the sum of \$1,476.01 is based on costs incurred after February 1960 as detailed on pages 7, 8, and 9 of the billing, plus the portion of accounting and billing allocable, computed as follows:

Labor	\$8,795.17
Labor additives	2,196.12
Meals, lodging, mileage	3,176.12
Accounting & billing	592.71
	\$14,760.09
10% Contractor's share	1,476.01



Our concurrence on this specific project is not to be construed as establishing a precedent for future use.

RECEIVED
APR 29 1963

COMMISSIONERS
FOR FILING
GLENN JACKSON, MEMBER
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

April 26, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 N. E. Cottage Street
Salem, Oregon

Re: Railroad Flagging Federal Aid
Project I-5-1(18)50

Dear Mr. Parsons:

The amount of Railroad flagging cost chargeable to the contractor on the subject project was discussed at the meeting between representatives of the State and the Bureau of Public Roads in your office on April 5, 1962. At this time, it was recognized by the State and the Bureau of Public Roads that a portion of the charges for engineering inspection may be chargeable to the contractor as flagging in accordance with the special provisions of the contract. It was further recognized that neither the State nor the Bureau of Public Roads could determine what percentage of the cost for engineering inspection was flagging. Subsequent to this meeting, the Southern Pacific Company was requested to make this determination. It is their contention that approximately 10% of the Engineer Inspector's time may be considered as protective service. A copy of their letter is attached.

Based on this letter from the Southern Pacific Company, the State intends to withhold 10% of the cost of engineering inspection costs from the contractor. This charge is further restricted to the cost incurred after the contractor began construction of the project. This will result in the following deductions from the contract.

Tell tales	\$ 917.78
Watchman	9,598.11
Engineer Inspector	<u>1,476.01</u>
Total	\$11,991.90

Your approval of this method of computing the deduction on this specific project is requested at this time in order to avoid confusion and misunderstanding which may result when the project and the Railroad bill is audited.

Very truly yours,

Forrest Cooper
State Highway Engineer

By:

C. H. Maison
Auditor

CHM:je

cc: R. L. Porter
L. H. Young

NOTED
R. L. PORTER

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

8-2660

A. W. KILBORN
SUPERINTENDENT

April 9, 1903

IN REPLY PLEASE REFER TO
G.M.C 76581
O-PD- 59-5

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem 10, Oregon

Attention: Mr. R. L. Porter
Deputy State Highway Engineer

Dear Sir:

Referring to previous correspondence and telephone conversation with Mr. Kendrew of our Engineering Dept. relative supplemental agreement in connection with railroad charges for work in connection with the Rogue River overhead structure, as set forth in final billing.

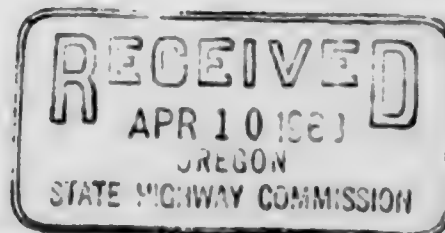
Time for engineer inspector as shown in the billing is for engineering inspection. It is admitted that possibly in this one instance we would consider a portion of his time as in protective service, and it would be our opinion that approximately 10% of his time could be charged to this account.

It is our opinion that the engineer inspector is on the project performing engineering inspection as required by our instructions to him relative construction of overhead structures. He is our representative in charge of the project and is subject to our rules and regulations pertaining to protection of railroad facilities.

This letter is being written with the understanding that it will possibly enable the State of Oregon and Bureau of Public Roads to come to agreement as to charges submitted in connection with this State project.

Yours truly,

A. W. Kilborn



RECEIVED
APR 12 1963

B-2460

FOR FILING

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

April 9, 1963

IN REPLY PLEASE REFER TO

GMO 76581
O-PD- 59-5

A. W. KILBORN
SUPERINTENDENT

Mr. Forrest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem 10, Oregon

Attention: Mr. R. L. Porter
Deputy State Highway Engineer

Dear Sir:

Referring to previous correspondence and telephone conversation with Mr. Kendrew of our Engineering Dept. relative supplemental agreement in connection with railroad charges for work in connection with the Rogue River overhead structure, as set forth in final billing.

Time for engineer inspector as shown in the billing is for engineering inspection. It is admitted that possibly in this one instance we would consider a portion of his time as in protective service, and it would be our opinion that approximately 10% of his time could be charged to this account.

It is our opinion that the engineer inspector is on the project performing engineering inspection as required by our instructions to him relative construction of overhead structures. He is our representative in charge of the project and is subject to our rules and regulations pertaining to protection of railroad facilities.

This letter is being written with the understanding that it will possibly enable the State of Oregon and Bureau of Public Roads to come to agreement as to charges submitted in connection with this State project.

Yours truly,

A. W. Kilborn



RECEIVED
APR 9 - 1963

FOR FILING

April 8, 1963

Park and Shenk
Russ Building
San Francisco 4, California

Attention: Mr. George E. Kelly

Gentlemen:

We have your letter concerning disposition your Company has made of claims filed against S & D Construction Company on Contract No. 5590. This information is appreciated because most of the claimants do not advise us when their claims have been paid.

In the last paragraph of your letter you inquire as to the balance unpaid on this contract. The last previous correspondence in our files on this contract was a letter to Southern Pacific Company urging them to submit their billing on this contract. A telephone call to our Bridge Division last Friday disclosed that the Southern Pacific Company's billing has been received and is being processed so that within a reasonable time a final estimate should be known.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC: Mr. Ivan D. Merchant

FQ:fp

ARTHUR PARK
SAMUEL G. SHENK
JOSEPH L. FINK
GEORGE E. KELLY
ROBERT E. LESLIE

ASSOCIATE COUNSEL
HAROLD D. CUTLER
FRED HERRINGTON

LAW OFFICES
OF
PARK AND SHENK

April 3, 1963

RUSS BUILDING
SAN FRANCISCO 4
YUKON 2-1000

CABLE ADDRESS
"PARKWORTH"

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem 10, Oregon

Re: Contract No. 5590
Evans Creek Overcrossing

Dear Mr. Query:

We thank you for your letter of March 19, with which you enclosed cards reflecting a chronological listing of claims filed and other data.

I have made a careful search of our records and it appears therefrom that we have paid all claims which were filed with you with the following exceptions:

1. Gordon Hatch. We have declined to make any payment on this claim because this was a claim for wages in the amount of \$229.68. Without giving any notice to the surety of this claim, Hatch, through his attorneys, filed suit against S & D Construction Company, did not join the Home Indemnity Company as a defendant, and obtained a judgment for \$229.68 unpaid wages plus \$835.20 penalty and attorneys' fees and costs of \$325.85. After judgment was entered the surety was notified of said judgment but we found that S & D had made a payment of \$240.12 to satisfy its wage liability. Consequently we declined to make any further payment and no suit has been filed against the surety.

2. Eugene Becker. See our letter dated today in connection with Contract No. 5703.

3. Rogue River Sign Company, \$50.00. We have no record of this claim as such. We did pay claims to several Rogue River concerns including the Rogue River Hardware, which may or may not be the same as Rogue River Sign Company. In any event, it appears that this claim is for damages for destruction of a sign which were at a date prior to the date surety became involved in this matter.

4. Laffing Gas Service. No record.

5. Gordon Hatch. See our letter this date on Contract No. 5703.

When it is convenient for you to do so, will you please let us have a

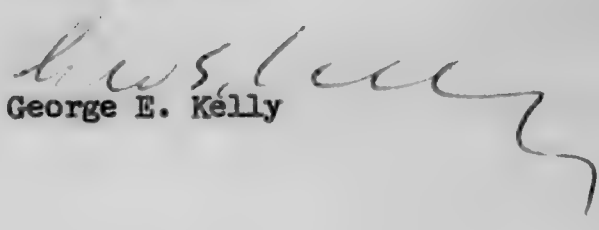
Mr. Floyd Query, Secretary - 2

April 3, 1963

statement showing the balance owing under this contract and how it was computed?

Very truly yours,

PARK and SHENK


George E. Kelly

GEK:ml

cc: Mr. Ivan D. Merchant

RECEIVED
MAR 19 1963

FOR FILING

7-1 (18) 5590
5590

March 19, 1963

Park and Shank
Law Offices
Russ Building
San Francisco 4, California

Attention: Mr. George E. Kelly

Gentlemen:

In your letter of March 14 to Mr. Ivan Merchant, you inquiry if a list could be furnished of claimants whose claims are still outstanding against Contract No. 5590, awarded to S & D Construction Company for the Evans Creek Bridge.

Mr. Merchant has referred your letter to us for reply. We do have a listing of claims that have been filed, and we also record those documents which inform us of the payment of claims. It has been our experience that not many claimants tell us when their claims have been paid.

For what value it may be, we have attached a photocopy of our record of claims on Contract No. 5590.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ: fkn

Att.

cc Mr. Ivan D. Merchant

NOTED ON CARD

dc

ARTHUR PARK
SAMUEL C. SHENK
JOSEPH L. FINK
GEORGE E. KELLY
ROBERT E. LESLIE

ASSOCIATE COUNSEL
HAROLD D. CUTLER
FRED HERRINGTON

LAW OFFICES
OF
PARK AND SHENK

March 14, 1963

RUSS BUILDING
SAN FRANCISCO 4
YUKON 2-1000

CABLE ADDRESS
"PARKWORTH"

State Highway Department
State of Oregon
Salem 10, Oregon

Attention Ivan D. Marchant,
Bridge Engineer

Re: Evans Creek Bridge -
Contract No. 5590

Dear Mr. Marchant:

We thank you for your letter of March 7.

With reference to the second paragraph thereof, we have paid what we believe to be all claims which were filed with your Secretary, at any rate all claims for which we considered the surety liable. Some of these were disputed in part, but were adjusted and paid. Possibly these claimants have not advised the Secretary that they have received payment.

It would be a great help to us if you will kindly have the Secretary give us a list of claimants whose claims are still outstanding on his records.

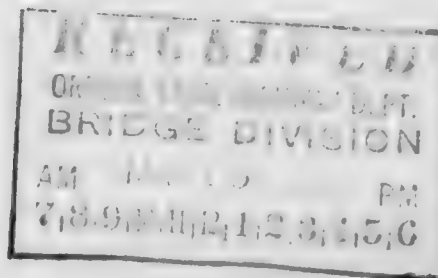
Very truly yours,

PARK and SHENK

By

George E. Kelly
George E. Kelly

GEK:MA



RECEIVED
DEC 28 1962

5590

Salem, Oregon
December 28, 1962

Mr. R. L. Porter

Evans Creek Bridge and
S. P. Overcrossing

In our agreement with the Southern Pacific Company the estimate of reimbursable costs was set up at \$19,305. The agreement provides that the State is not obligated to reimburse the railroad for sums in excess of this amount provided no supplemental agreement has been entered into. We have never received the final billing on this project and have been rather embarrassed in that we cannot final the job out because of flagging costs accruing to the contractor.

I discussed this with Mr. Kendrew by telephone. He says that he has now received the final billing in a total amount of \$30,240.02. We have paid on partial estimates \$10,137.13, so that their final payment under the total billing would be \$20,102.89. Of this total amount their flagging costs were \$9,212.75.

Technically, I suppose, we would not be obligated to pay in excess of the original estimate, but unquestionably the railroad was put to this expense, and I believe in equity we should go ahead with a supplemental agreement to clear the excess expenditure. An agreement would be needed both to clear the payment with our auditor and with the Bureau of Public Roads. The amounts given above are from our telephone conversation and should be checked against the final billing which should be in in a day or so.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms

Contract
5590

RECEIVED
DEC 19 1962

FOR FILING

ARTHUR PARK
SAMUEL G. SHENK
JOSEPH L. FINK
GEORGE E. KELLY
ROBERT E. LESLIE

ASSOCIATE COUNSEL
HAROLD D. CUTLER
FRED HERRINGTON

LAW OFFICES
OF
PARK AND SHENK

RUSS BUILDING
SAN FRANCISCO 4
YUKON 2-1000
CABLE ADDRESS
"PARKWORTH"

November 26, 1962

5590

Mr. Ivan D. Merchant
Bridge Engineer
State Highway Department
State of Oregon
Salem 10, Oregon

Re: Evans Creek Overcrossing of
SPRR - S & D Construction Co. -
Contract No. 5590

Dear Mr. Merchant:

I have been "behind the scene" in many Oregon State Highway Department projects during my thirty-five years as a surety company officer and counsel.

I do not recall a single incident in which there has been so much delay in computing the final payment due to the contractor.

I will appreciate anything you can personally do to expedite your final determination on this contract.

*Mr Merchant 12/12/62
Called Kendraw today. He
called S.F. who promise final billing
in a few days.
G.E.P.*

Very truly yours,

PARK and SHENK

George E. Kelly
George E. Kelly

GEK:ml

*orig to Merchant
12-12*

RECEIVED
OREGON STATE HIGHWAY DEPT.
BRIDGE DIVISION
AM NOV 28 1962 PM
7,8,9,10,11,12,1,2,3,4,5,6

NOTED
G. S. PAXSON

CHG see me please

RECEIVED
APR 6 1962

FOR FILING

TS-1(14) 5
5590

April 5, 1962

Southern Pacific Railroad Company
Union Station
Portland 9, Oregon

Attention: Mr. A. W. Kilborn
Superintendent

Gentlemen:

Re: Evans Creek Overcrossing of SPMR
Pacific Highway-Jackson County
Contract No. 5590
Your Audit No. 111495

We are still withholding final payment to our contractor on the above-captioned project which was completed on June 16, 1961. The final amount due the contractor on this project cannot be released to him until we are in receipt of your Company's final bill.

We have written you in regard to this matter three times previously (November 24, 1961, January 29, 1962, and February 27, 1962) and to date we have not even received as much as an acknowledgment to our letters. Are we to assume that your second progressive billing No. 432085 dated March 1961 is the final billing from you on this project?

We would appreciate an early answer so that this contract can be completed.

Very truly yours,

WDG/vmm

cc: Mr. Duane Wolfe, A/c.
Mr. C. A. Gardner

G. S. Paxson
Deputy State Highway Engineer

RECEIVED
FEB 28 1962

FOR FILING

5590

February 27, 1962

Southern Pacific Railroad Company
65 Market Street
San Francisco 5, California

Attention: Mr. W.M. Jackle
Chief Engineer
Gentlemen:

Re: Evans Creek S.P.R.R. O'Xing
Pacific Highway
Jackson County
Contract No. 5590
Your Audit No. 111495

On November 24, 1961 we notified you that our contractor had completed work on the subject project and we requested final billing from your Company for watchman, flagging, and inspection work required at the site. Since your final billing was not presented, we again wrote you requesting same on January 29, 1962. To date we still have not received your final bill.

We cannot release the balance of the monies due the contractor for his work on this contract until we have your final bill. The contractor has completed his work on this project for quite a few months now and since the final payment due him represents no small amount, he is requesting an early settlement of this contract.

We are again requesting that you expedite your final billing so that we may release the balance of the monies due the contractor.

Very truly yours,

Forrest Cooper
State Highway Engineer

by

O. S. Paxson
Deputy State Highway Engineer

WDG/mm

cc: Mr. Duane Wolfe

RECEIVED
JAN 12 1962

FOR FILING

5590

January 11, 1962

Duncan, Brophy, Wilson & Duhaime
Attorneys at Law
Franklin Building
125 South Central
Medford, Oregon

Attention: Mr. Robert B. Duncan

Dear Mr. Duncan:

This is to acknowledge your letter of December 21, 1961, received in this office on January 2, 1962, to which was attached the claim of Mr. Edward A. McGinty, in the amount of \$887, for field and office work and the expense of operating a certain pickup truck in connection with a survey.

The claim states this is in reference to the S & D Construction Company Contract No. 5590, for construction of railroad overcrossing on Evans Creek Section of Pacific Highway in Jackson County.

This contract was completed on June 16, 1961 and accepted by the State Highway Commission on July 28, 1961. The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond which was given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and surety for such payment. Many claims are disputed and the Highway Department is not in a position to determine the validity of claims. Contract payments are not withheld by us unless requested by the surety or by our own department. This office does not know the identity of the contractor's liability carrier.

Notification has been received from the Secretary of State that Mr. Edward A. McGinty's claim, in the amount of \$887, as you presented it was filed in his office, under File No. 3901, on January 2, 1962.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:FQ:jmc

DUNCAN, BROPHY, WILSON & DUHAIME

ATTORNEYS AT LAW

FRANKLIN BUILDING • 125 SOUTH CENTRAL

MEDFORD, OREGON

December 21, 1961

TELEPHONE SPRING 2-7123

ROBERT B. DUNCAN
CARL M. BROPHY
H. DEWEY WILSON
WM. E. DUHAIME

Oregon State Highway Commission
State Highway Department
State Capitol
Salem, Oregon

Attention Mr. Floyd Query

Gentlemen:

Enclosed is a notice of claim for filing with the clerk or auditor of the State Highway Commission pursuant to ORS 279.528. A duplicate original has been filed with the Secretary of State's office.

I appreciate that Mr. McGinty's claim has been previously forwarded by you to the Secretary of State's office. We would appreciate the filing of this notice, also, which closely follows the statutory form to obviate the possibility of any omissions in Mr. McGinty's previous correspondence.

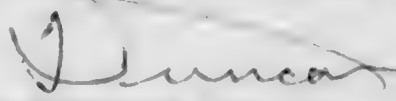
We note that under ORS 279.314 the public body may pay such claims as these in the event the contractor fails to do so, I assume out of retained amounts due the contractor. If funds are available, we would appreciate payment of this account from whatever source it may be done.

The only communication which we have had in regard to this claim is a letter from Seth Leavens Agency, 600 Jackson Tower, Portland, suggesting that this is a liability claim and not one subject to the bond. My understanding is that a liability claim may have been presented to the S & D Construction Company, but not by McGinty. Rather, he was hired for survey work by S & D, and regardless of what incident was involved, it was essential to the completion of the contract for which the bond was issued. All we want, however, is to get paid. To that end, would you advise us whether or not any liability policy protected the S & D Construction Company from liability claims to your knowledge, and if so, the name of the company, other than the Southern Pacific protective policy. ✓

Thank you for your help in this matter.

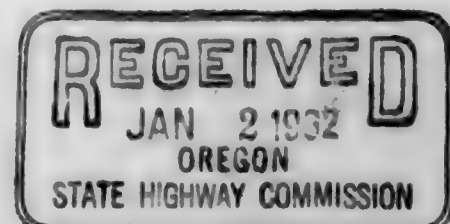
Very truly yours,

DUNCAN, BROPHY, WILSON & DUHAIME


By Robert B. Duncan

RBD/ml1

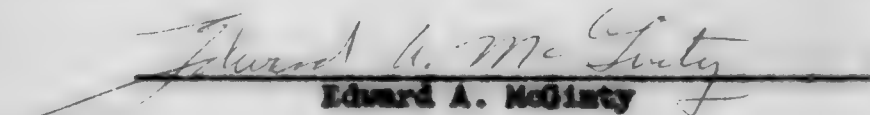
cc: Mr. Edward A. McGinty



NOTICE

To the Oregon State Highway Commission, Salem, Oregon:

Notice hereby is given that the undersigned, Edward A. McGinty, has a claim for field and office work and the expense of operating a certain pickup truck in connection with a survey in Section 21, Township 36 South, Range 4 West, performed by the undersigned, Edward A. McGinty, and his employee, Edward A. McGinty, Jr., between June 21 and July 21, inclusive, in the sum of \$887 against the bond taken from Jack B. Sovles and Donald A. DuBois, copartners dba S & D Construction Company, 4930 S. E. Reedway, Portland, Oregon, as principal, and the Home Indemnity Company as surety, for the work of constructing the Evans Creek Railroad Overcrossing Structure on the Pacific Highway in Jackson county, Oregon under contract No. 5590.


Edward A. McGinty

EDWARD A. MCGINTY *Professional Land Surveyor*

103 KING STREET
PHONE SPRING 2-4749
MEDFORD, OREGON

TO S & D Construction Co.

July 24, 1961

Survey in Sec. 21, T38S, R4W.

June 21,	Office, 3 hrs.	\$ 18.00
23,	Office, 1 hr.	6.00
24,	Field, 8 hrs., 2 men	88.00
	Office, 1½ hrs.	9.00
27,	Field, 8 hrs., 2 men	88.00
28,	Field, 10 hrs., 2 men	110.00
	Office, 1½ hrs.	9.00
29,	Field, 9 hrs., 2 men	99.00
30,	Office, 7 hrs.	42.00
	Office, 7 hrs., (ass't)	28.00
July 1,	Field, 7 hrs., 2 men	77.00
	Office, 1½ hrs.	9.00
2,	Field, 8 hrs., 2 men	88.00
3,	Field, 8 hrs., 2 men	88.00
7,	Office, 6½ hrs.	39.00
20,	Field, 8 hrs., 2 men	88.00
21,	Office, 3 hrs.	18.00
	Pickup expense, 8 days @ \$2.00 per day	16.00
	Total	\$ 887.00

RECEIVED
JAN 10 1962

FOR FILING

D Cook

T-5-1 (18) 50
5590

January 13, 1962

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim, in the amount of \$887, which has been filed with the Secretary of State by Duncan, Brophy, Wilson & Duhaime, Attorneys, Medford, on behalf of Mr. Edward A. McGinty for field and office work and the expense of operating a pickup truck in connection with a survey on Highway Contract No. 5590.

This appears to be in reference to the S & D Construction Company Contract No. 5590, for construction of railroad overcrossing on Evans Creek Section of Pacific Highway, Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with the contract.

Very truly yours,

CWH:jmc

Secretary
OREGON STATE HIGHWAY COMM.

cc: Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Roadway
Portland, Oregon

M. K. McIver
G. L. Jackson
Forrest Cooper

NOTED ON CARD

sc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

January 2, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Duncan, Brophy, Wilson & Duhaime, Attornes at Law, Franklin Building, 125 South Central, Medford, Oregon, and filed as of this date, a notice of claim by Edward A. McGinty, 103 King Street, Medford, Oregon, for field and office work and the expense of operating a certain pickup truck in connection with a survey in Section 21, Township 36 South, Range 4 West, between June 21 and July 21, inclusive, in the sum of \$887 against the bond taken from Jack B. Sowles and Donald A. DuBois, copartners dba S & D Construction Company, 4930 S. E. Reedway, Portland, Oregon, as principal, and the Home Indemnity Company as surety, for the work of constructing the Evans Creek Railroad Overcrossing Structure on the Pacific Highway in Jackson County, Oregon under Contract No. 5590.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed photo copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

George Stephens
Public Records Section

GS:J
Encls.

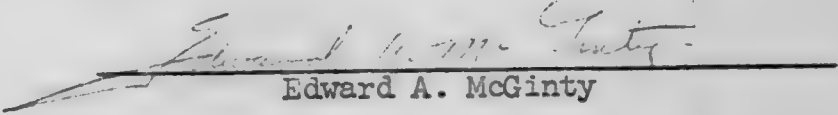


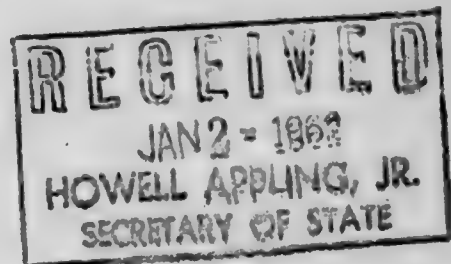
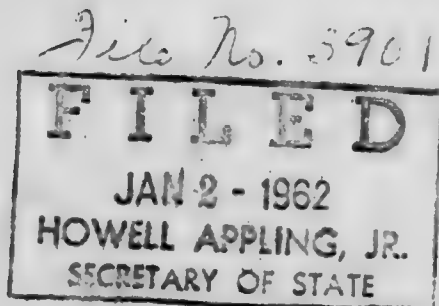
NOTED
FLOYD QUERY

NOTICE

To the Oregon State Highway Commission, Salem, Oregon:

Notice hereby is given that the undersigned, Edward A. McGinty, has a claim for field and office work and the expense of operating a certain pickup truck in connection with a survey in Section 21, Township 36 South, Range 4 West, performed by the undersigned, Edward A. McGinty, and his employee, Edward A. McGinty, Jr., between June 21 and July 21, inclusive, in the sum of \$887 against the bond taken from Jack B. Sowles and Donald A. DuBois, copartners dba S & D Construction Company, 4930 S. E. Reedway, Portland, Oregon, as principal, and the Home Indemnity Company as surety, for the work of constructing the Evans Creek Railroad Overcrossing Structure on the Pacific Highway in Jackson county, Oregon under contract No. 5590.


Edward A. McGinty



RECEIVED
JAN 5 1962

FOR FILING

I-5-1(18) 50
5590

GENE L. BROWN
R. GENE SMITH
ATTORNEYS AT LAW
WING BUILDING
GRANTS PASS, OREGON

GREENWOOD 6-2464
GREENWOOD 6-5683

December 29, 1961

Mr. R. C. Mower
Park and Shank
Attorneys at Law
Russ Building
San Francisco 4, California

Re: Gordon Hatch - Judgment against
S & D Construction
Home Indemnity Company Bond
State Highway Contract #5590 ✓

Dear Mr. Mower:

This office represents Mr. Gordon Hatch, a former employee of the S & D Construction Company, who performed labor and services on the railroad crossing on the Evans Creek section of the Pacific Highway in Jackson County, Oregon under State Highway contract #5590 with S & D Construction Company.

At the time Mr. Hatch was discharged by S & D Construction Company there were certain wages due and owing which were not paid, within the statutory time subsequent to discharge.

As a consequence of the failure of S & D Construction Company to pay the wages which were due and owing a notice of claim was filed with the State Highway Commission through our office for Mr. Hatch. Also, an action was filed in the Circuit Court of the State of Oregon for Jackson County, as provided by statute, for the recovery of the wages due and owing, statutory penalties, and attorneys fees.

On the 26th day of September, 1961 a trial was had on the merits, in the case of Gordon Hatch v. Jack Sowles and John Doe DuBois whose true name is Donald DuBois, dba S & D Construction Company. A jury verdict was rendered and judgment was entered on the verdict in the sum of \$229.68 unpaid wages with interest at 6% from October 14, 1960, plus \$835.20 penalty, less the sum of \$240.12 theretofore paid by the plaintiff to the defendant and attorneys fees in the amount of \$300.00 and \$25.85 costs and disbursements. The Court allowed the amount already paid, to-wit, \$240.12 to stand

NOTED
LOYD QUEF

This is a copy of a letter sent to the above addressee and is forwarded for your information

GENE L. BROWN
R. GENE SMITH

Mr. E. C. Mower

-2-

December 29, 1961

as a partial payment of the statutory penalty. The net amount of the judgment due and owing from the defendant to the plaintiff is the sum of \$1150.51, plus interest on the sum of \$229.68 from the 14th day of October, 1960, at the rate of 6% per annum and further with interest on the judgment at the rate of 6% per annum from the 30th day of September, 1961. The total amount due as of this date is approximately \$1,181.00.

A letter informing the Home Indemnity Company that the judgment had been entered, was mailed to Home Indemnity Company in care of Seth Leavens Insurance, 500 Jackson Tower, Portland, Oregon, on the 11th of October, 1961. We have received no response from said letter.

You will no doubt recall that we corresponded with you relative to the bonding company's obligation on the claim of Mock Ford, here in Grants Pass, against S & D Construction Company. We have assumed therefore, that you are representing the Home Indemnity Company on its bond, same being No. N-323505 and are forwarding this letter to you so that you may be appraised of the situation and take such action as you deem appropriate in regard thereto.

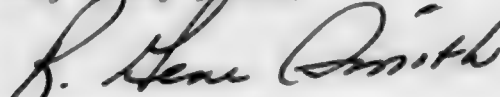
We are enclosing a thermofax copy of the judgment as rendered by the Circuit Court of the State of Oregon for Jackson County and also a copy of the notice of claim filed by Mr. Hatch with the Secretary of State of the State of Oregon, as by statute provided, on or about the 23rd day of May, 1961.

We would appreciate your checking into this matter and forwarding the sum of \$1181.00 in satisfaction of this judgment, at your earliest convenience.

As you will note hereon, we are forwarding a copy of this letter to the Home Indemnity Company, c/a Seth Leavens Insurance Agency, and also a copy thereof to the Oregon State Highway Commission.

If this account is not paid within a reasonable time from and after this date, we shall proceed with action on the bond, against the Home Indemnity Company.

Very truly yours,



R. GENE SMITH

RGS/at

cc: Home Indemnity Company
cc: State Highway Commission ✓
cc: Gordon Hatch

RECEIVED
DEC 5 1961

FOR FILING

I-5-1 (11)
5590

December 4, 1961

Edward A. McGinty
103 King Street
Medford, Oregon

Dear Sir:

This is in reply to your letter of December 1 in regard to your claim in the amount of \$887.00 for surveying performed for S & D Construction Co. in connection with State Highway Contract No. 5590 for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

Your claim was filed with the Secretary of State on August 2, 1961, and was given his file No. 3839. This contract was completed June 16 and accepted by the State Highway Commission July 28, 1961. The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond, which was given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment. Contract payments are not withheld by us unless requested by the surety or by our own department.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

EDWARD A. MCGINTY *Professional Land Surveyor*

103 KING STREET
PHONE SPRING 2-4749
MEDFORD, OREGON

December 1, 1961

Floyd Query
Secretary of Highway Commission
Salem,
Oregon

Dear Mr. Query:

I am writing in regards to State Highway Contract No. 5590 with the S & D Construction Co. for the Railroad overcrossing on Evans Creek section of the Pacific Highway in Jackson County.

It has been several months since I forwarded copies of the map and bill to Mr. Williams. He replied that he had filed the claim with the Secretary of State.

I would appreciate an acknowledgment as to when or if the State will make disbursements of outstanding claims against this contract. I understand from the local Highway Department that all work for the completion of this contract is almost finished.

Very truly,

Edward A. McGinty
Edward A. McGinty

cc, please reply

NOTED
C. W. HEAD

EAM:mm



RECEIVED
NOV 1 1961

FOR FILING

ROBERT B. DUNCAN
CARL M. BROPHY
H. DEWEY WILSON
WM. E. DUHAIME

DUNCAN, BROPHY, WILSON & DUHAIME
ATTORNEYS AT LAW
FRANKLIN BUILDING • 125 SOUTH CENTRAL
MEDFORD, OREGON

December 1, 1961

TELEPHONE SPRING 2-7123

Seth Leavens Agency
600 Jackson Tower
Portland 5, Oregon

Attention: Mr. Winston C. Leavens

Re: Claim of Edward McGinty
State Highway Contract No. 5590
Evans Creek railroad overcrossing
construction, Jackson county

Gentlemen:

✓ Thank you for your letter of November 30, 1961, advising that Edward McGinty's claim is not subject to the bond.

My understanding is that Mr. McGinty was hired to do a survey at the request of Jack Sowles, one of the partners of S & D Construction Company. The condition of the performance bond, written by Home Indemnity, was that the principal "... shall make payment promptly, as due, to all subcontractors and to all persons supplying to the contractor or his subcontractors equipment, supplies, labor and materials for the prosecution of the work, or any part thereof, provided for in said contract ... and shall pay all other just debts, dues and demands incurred in the performance of the said contract." I fail to see why Mr. McGinty's claim is not within the provisions of this bond.

Certainly, he has no negligence claim against S & D so far as I have been advised and has never asserted any tort liability against S & D. If there is something I am overlooking in regard to the tort aspects of this matter, I would appreciate your calling it to my attention.

I am sending a copy of this letter to S & D Construction Company in the earnest hope that they will do me the courtesy of a reply explaining their position in this matter.

✓ If this is a negligence claim, please advise me, if you are at liberty to do so, the name of S & D Construction Company's liability

NOTED
LTD 12/1/61

Seth Leavens Agency
Attention: Mr. Winston C. Leavens
December 1, 1961
Page 2

insurance carrier.

Thank you again for your reply.

Very truly yours,

DUNCAN, BROPHY, WILSON & DUHAIME

By Robert B. Duncan

RBD:lp



RECEIVED
DEC 5 1961

FOR FILING

I-5-1 (19) 10
5590

November 28, 1961

Law Offices
Reinhardt, Coblens & Stoll
Corbett Building
Portland 4, Oregon

Attention: Seymour L. Coblens

Gentlemen:

This is to acknowledge receipt of your letter of November 21, 1961, and attached claim of Burns Bros., in the amount of \$221.57 with interest thereon at the rate of 6% per annum from May 27, 1961, for labor and material furnished to S & D Construction Company and their sureties in connection with Contract Nos. 5586, 5590, 5705, and 5734.

According to our records Contract No. 5734 is not an S & D Construction Company contract. However, there was a contract, No. 5734, with S & D Construction Company, Bridge-Overflow structures on the Willamette River Bridge on the Peripheral Road in Lane County. We assume this is the project to which you had reference.

So there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the sureties and contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jh

NOTED ON CARD

12

RECEIVED
DEC 5 1961

FOR FILING

151(18) 57
5590

November 28, 1961

United Pacific Insurance Company
P. O. Box 1216
Tacoma, Washington

Attention: W. I. Atkins

Gentlemen:

A letter dated November 21 with claim attached has been received from Reinhardt, Coblenz & Stoll, Attorneys, Portland, on behalf of Burns Bros., Inc., advising that S & B Construction Company owes them for labor and material in the amount of \$221.57 with interest thereon at the rate of 6% per annum from May 27, 1961.

This appears to be in reference to Contract Nos. 5636, 5690, 5703 and 5754. This claim has been forwarded to the secretary of state for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bond furnished with Contract No. 5636.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc: Seth Levens Insurance Company
500 Jackson Tower
Portland, Oregon

S & B Construction Company
4930 SE Redway
Portland, Oregon

M. K. Mciver
G. L. Jackson
W. C. Williams
Ferrest Cooper

NOTED ON CARL

LC

WCH:jh

RECEIVED
DEC 5 1961

FOR FILING

I-5-1(18) 50

5590

November 20, 1961

Henn Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated November 21 with claim attached has been received from Reinhardt, Cabiano & Stoll, Attorneys, Portland, on behalf of Burns Bros., Inc., advising that S & B Construction Company owes them for labor and material in the amount of \$221.27 with interest thereon at the rate of 6% per annum from May 27, 1961.

This appears to be in reference to Contract Nos. 5536, 5590, 5703 and 5734. This claim has been forwarded to the secretary of state for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bonds furnished with Contract Nos. 5590, 5703 and 5734.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
cc: 24th Levens Insurance Company
500 Jackson Tower
Portland, Oregon

S & B Construction Company
4950 SE Broadway
Portland, Oregon

H. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

CCH:jh

NOTED ON CARD

LC

RECEIVED
NOV 30 1961

FOR THE
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 28, 1961

Note on Card

5-5-1(12)
5590

The Honorable Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim for filing in the amount of \$221.37 received from Reinhardt, Coblens & Stoll, Attorneys, on behalf of Burns Bros., Inc., for labor and material furnished to S & D Construction Company and their sureties in connection with Contract Nos. 5536, 5590, 5703, and 5754.

The Home Indemnity Company furnished the performance bonds on Contract Nos. 5590, 5703, and 5754, and the United Pacific Insurance Company furnished the performance bond on Contract No. 5536.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure

CWH:jh

File #3895

FILED

NOV 30 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD

cc

RECEIVED
NOV 30 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 5 1961

FOR FILING

I-1(18) 50
5590

November 28, 1961

The Honorable Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim for filing in the amount of \$221.37 received from Reinhardt, Coblens & Stoll, Attorneys, on behalf of Burns Bros., Inc., for labor and material furnished to J & D Construction Company and their sureties in connection with Contract Nos. 5536, 5590, 5703, and 5754.

The Home Indemnity Company furnished the performance bonds on Contract Nos. 5590, 5703, and 5754, and the United Pacific Insurance Company furnished the performance bond on Contract No. 5536.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure

CH:jh

NOTED ON CARD

[Signature]

RECEIVED
DEC 5 1961

FOR FILING

7-5-1(12)
5590

November 27, 1961

Mr. Denver Young
Sheriff, Marion County
Courthouse
Salem, Oregon

Dear Sir:

Attached is our return Notice of Garnishment,
Eugene S. Basher vs. Jack Sawles and Dan DeHole, partners,
dba S & D Construction Co.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

cc Mr. C. H. Nelson

CNH:fp

(Contracts 5536, 5703, 5754, and 5590)

*Notice of Garnishment
& Execution attached
to # 5536*

NOTED ON CARD

dc

RECEIVED
NOV 21 1961

FOR FILING

I-5-1(10) 5590
5590

Salem, Oregon
November 20, 1961

Contract Nos. 5536, 5703, 5754, and 5590
S & D Construction Company

Mr. L. I. Lindsay, Chief Counsel
Room 104
State Highway Building
Salem, Oregon

Dear Mr. Lindsay:

Attached are a "Notice of Garnishment" and "Execution",
Eugene S. Becker vs. Jack Sowles and Don Dubois, partners, dba
S & D Construction Company, in the amount of \$2,667.00 plus interest
and costs.

The State owes money to S & D Construction Company on the
following State Highway Contracts, Nos. 5536, 5703, 5754, and 5590.

Will you please make the necessary reply and advise us of
the action so that we may inform the surety and our Auditor. These
papers were served in this office at 9:25 a.m. today.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CKH:jh

RECEIVED

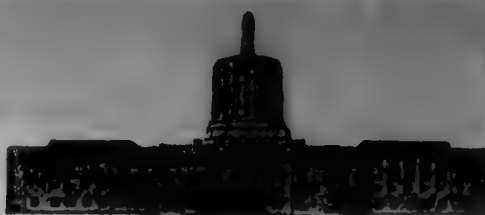
NOV 15 1961

COMMISSIONERS
FOR FILING

PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

5-11(12) 50
5590



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 13, 1961

Mr. N. P. Hughes
Internal Revenue Service
P.O. Box 3976
Portland 8, Oregon

Re: Levy of October 10, 1961, against
DuBois and Sowles, S & D Construction
Company, 4830 S.E. Roadway, Portland
6, Oregon

Dear Mr. Hughes:

On October 17, 1961, I wrote you informing you
that we held money in the neighborhood of \$24,000.00 for S
& D Construction Company.

Upon checking with our Accounting Department it
has been verified that no money was due and owing at the time
of the levy and that no money is due and owing now.

The purpose of this letter is to, therefore, file
a no money return as a response to your Notice of Levy for
income tax payments.

Very truly yours,

L. I. LINDAS
Chief Counsel

NOTED ON CARD

LC

By
LEO V. NUTTMAN
Staff Attorney

LVN:ep
cc: Floyd Query

(Contracts involved:)

#5536

#5590 ✓

#5703

#5754

VOTED
FLOYD QUERY
NOTED
C. W. HEAD

RECEIVED
NOV 15 1961

FOR FILING

I-5-1(18) 10
5590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 13, 1961

SUBJECT: Contract Numbers: 5536-5590-5703-5754

To: Mr. Floyd Query
Secretary

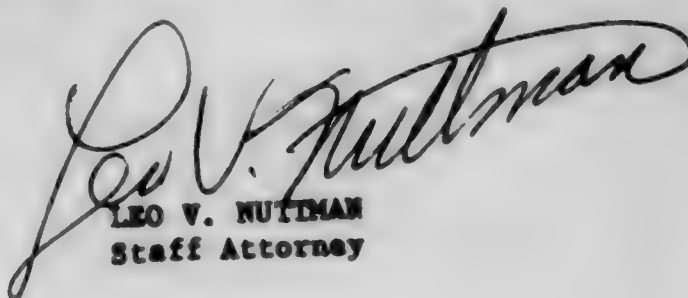
Office

The Notice of Levy filed by the Internal Revenue Department on October 10, 1961, has no affect upon the above-mentioned contracts. In Contract No. 5536 no money was due and owing to S & D Construction Company at the time and, therefore, the levy is ineffectual and we need pay no attention to it.

As to Contract Numbers 5590, 5703, 5754, please be informed that the assignments were prior in time and right over the Federal levy and, therefore, the levy may be ignored.

It is advisable that when future payments become due, under any of the above-mentioned contracts, that you contact this office. This is so because there may be further levies of execution or judgments in the future.

I have advised the Federal Government that there is no money due and owing.


LEO V. NUTTMAN
Staff Attorney

LVN:ep
cc - C. H. Maison

NOTED ON CARD



NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
JVS 1961

FOR FILING

F-2-1 (18) 50
5590

November 7, 1961

Sheriff, Union County
Union County Courthouse
La Grande, Oregon

Re: Eugene S. Becker vs. Jack Sowles, et al

Dear Sir:

Enclosed please find two copies of "Notice of Garnishment" and a "Levy of Execution". Upon advice of our Legal Division, these are being returned to you without a return made by the State Highway Department for the reason that ORS 23.190 states that process of attachment and garnishment proceedings must be made upon the accounting officer in Salem, Oregon, through the Sheriff of Marion County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Jh
cc: Leo Muttman
A. F. Parson

NOTED ON CARD

de

Salem, Oregon
November 6, 1961

L. I. Lindas
Chief Counsel

Attached are a "Notice of Garnishment" in duplicate and an "Execution", Eugene S. Becker vs. Jack Sowles and Don Dubois, co-partners, dba S & D Construction Company, in the amount of \$2,667 plus interest and costs.

The State owes S & D Construction Company money on the following State Highway Contracts: Nos. 5536, 5703, 5754, and 5590. Will you please make the necessary reply and advise us if this takes precedent over previous assignments.

These papers were handed to us this morning by Mr. Ed Pease, of our Construction Division.

Floyd Query, Secretary

Encls.
CWH:jmc

NOTED ON CARD

cc

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 1, 1961

To:

SUBJECT: Garnishment & execution
Eugene S. Becker
vs
Jack Sowles & Don DuBois
dba S & D Construction Co.

Mr. Tom Edwards
Construction Engineer
Salem

*5536
*5703
*5754
*5590

Subject
There is attached, garnishment in duplicate, and execution. These papers were left in our hands at 10:15 this date by the Sheriff of Union County and are being forwarded to you for such action as might be in order.

A. F. Parson
Division Engineer

By


C. D. Cannon
Office Engineer

CDc:dj
Encl.

Peace
Proctor

CONSTRUCTION DIVISION
RECEIVED
NOV 6 1961
NOTED--☐ ☒ ☐ ☐ ☐
CLERK ASST. CLERK

RECEIVED
COMMISSIONER
1961

W. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. BRIDLEY, MEMBER
FARMINGTON
GLENN L. JACKSON, MEMBER
MEDFORD



W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

FLOYD QUERRY, SECRETARY SALEM
I-5-1 (12)
5590

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 6, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received in this office today a "Notice of Garnishment" and an "Execution", Eugene S. Becker, Plaintiff, vs. Jack Sowles and Don DuBois, co-partners, dba S & D Construction Company, Defendant. These papers have been referred to our Chief Counsel for proper handling.

This information is provided as your company appears as surety on contracts 5703, 5590, and 5754.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S.E. Reedway
Portland, Oregon

NOTED ON CARD

dc

FORM 8-59
RECEIVED
COMMISSIONERS

H. K. MOYER, CHAIRMAN
PORTLAND
EDWIN N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 2, 1961

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Your company has furnished the performance bonds for S & D Construction Company on three contracts, No. 5703 for the Meacham Railroad Overcrossing in Umatilla County, No. 5754 for bridge overflow structures on the Peripheral Road in Lane County, and No. 5590 for the Evans Creek Railroad Overcrossing in Jackson County. Assignments to your company of contract payments have been previously executed.

On October 11 a Notice of Levy by the U.S. Government, Bureau of Internal Revenue, was filed in this office against S & D Construction Company in the amount of \$2,726.42. This Levy was referred to our Legal Division for an opinion. We are now advised that the U.S. Levy will take precedent over the assignments on the three contracts mentioned above.

No disposition of funds has been made concerning the U.S. Levy as of this date. At the present time payments on all of the contracts are being held up in this office.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S.E. Reedway
Portland 6, Oregon

RECEIVED
OCT 25 1961

FOR FILING

T- 11 -
5590

October 24, 1961

Mr. Edward A. McGinty
Land Surveyor
103 King Street
Medford, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of October 21, addressed to Mr. W. C. Williams, State Highway Engineer, concerning your claim in connection with S & D Construction Co. Contract No. 5590.

As requested, we are attaching a copy of the contract and bond covering this project.

This contract was completed June 16, 1961, and was accepted by the Oregon State Highway Commission July 28, 1961.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

EDWARD A. MCGINTY *Professional Land Surveyor*

103 KING STREET
PHONE SPRING 2-4749
MEDFORD, OREGON

October 21, 1961

State of Oregon
State Highway Department
W. C. Williams, State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

I am writing in regards to State Highway Contract No. 5590 with the S & D Construction Co. for the Railroad overcrossing on Evans Creek section of the Pacific Highway in Jackson County.

I have written several times to the Seth Leavens Insurance Co. of Portland trying to get some acknowledgment of receipt of the bill I submitted for surveying property for the S & D Construction Co. and as yet have not heard from them. My Attorney has advised me, that under the circumstances that legal action will probably have to be taken.

✓ Will you please send me copies of the original contract and a copy of the agreement the State made with the bonding company, also the completion notice of the overpass. Thank you.

Very truly,

Edward A. McGinty
Edward A. McGinty
Land Surveyor

*Acc,
please handle
76*

EAM:mm



RECEIVED
AUG 4 1961

FOR FILING

5590

August 3, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated August 2, 1961, that the claim of Edward A. McGinty, Medford, in the amount of \$887.00 against S & D Construction Co. on our Contract No. 5590, has now been filed in his office, his File No. 3839.

A description of the claim was outlined in our letter to you of August 1.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

dc

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 1, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Dear Sir:

Attached is a copy of a claim in the amount of \$887.00 received from Mr. Edward A. McGinty, Land Surveyor, Medford, for surveying performed for S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

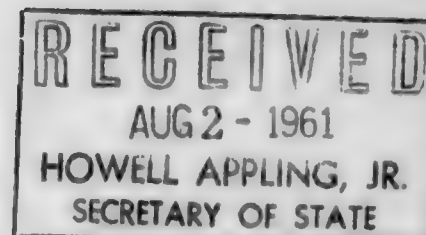
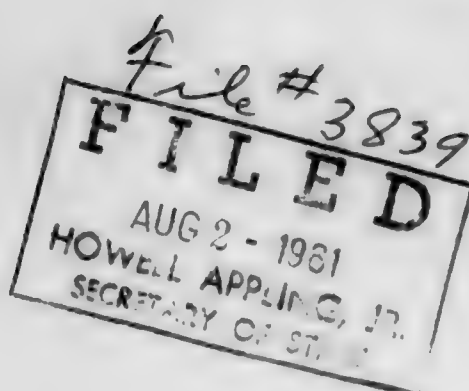
Will you please file this claim and acknowledge receipt of it on the enclosed copy of this letter?

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp



RECEIVED
AUG 4 1961

FOR FILING

5590

August 3, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated August 2, 1961, that the claims of Carl L. Magerle, Rogue River, in the amounts of \$324.00 and \$406.75 against S & D Construction Co. on our Contract No. 5590, have now been filed in his office, his File No. 3840.

A description of the claims was outlined in our letter to you of July 31.

Very truly yours,

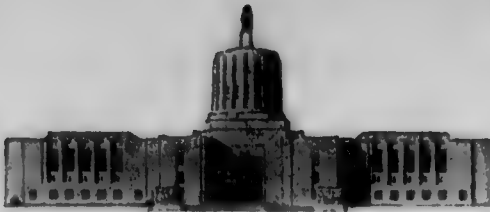
Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

dc

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 31, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached are claims for filing in the amount of \$324.00 and \$406.75 received from Carl L. Magerle, Rogue River, for hauling and rental on equipment furnished to S & D Construction Co.

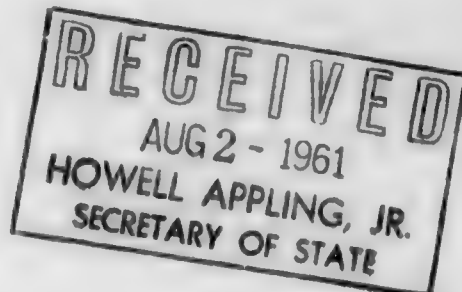
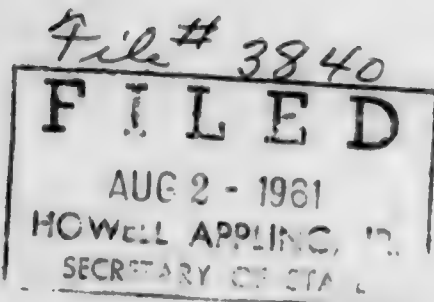
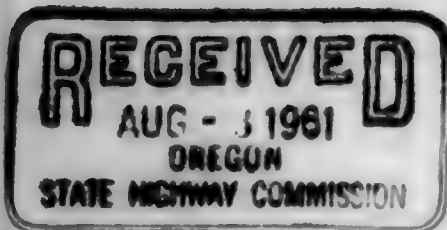
This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

Please acknowledge receipt of these claims on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.



RECEIVED
AUG 2 1961

FOR FILING

5590

August 1, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter, dated July 24, with claim attached has been received from Mr. Edward A. McInty, Medford, advising that S & D Construction Co. owe him for land surveying in the amount of \$887.00. This appears to be in connection with State Highway Contract No. 2090 with S & D Construction for the railroad overcrossing on the Evans Creek section of the Pacific Highway in Jackson County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

To provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Jeth Leevens Insurance
300 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Hedway
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD

sc

RECEIVED
AUG 2 1961

FOR FILING

145-1011-10
5590

August 1, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Dear Sir:

Attached is a copy of a claim in the amount of \$887.00 received from Mr. Edward A. McGinty, Land Surveyor, Medford, for surveying performed for S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

Will you please file this claim and acknowledge receipt of it on the enclosed copy of this letter?

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD

sc

RECEIVED
AUG 2 1961

FOR FILING

5590

August 1, 1961

Mr. Edward A. McGinty
Land Surveyor
103 King Street
Medford, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of July 24, addressed to Mr. W. C. Williams, and attached claim in the amount of \$887.00 for surveying performed for S & D Construction Co. This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

This contract was completed June 16 and accepted by the Oregon State Highway Commission July 28, 1961. The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

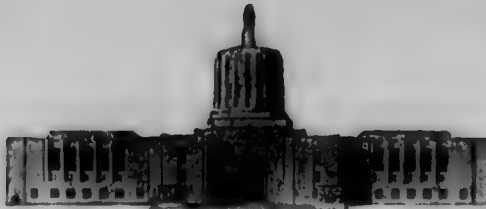
NOTED ON CARD

SC

CWH:fp

Secretary
OREGON STATE HIGHWAY COMMISSION

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 26, 1961

Park and Shenk
Russ Building
San Francisco 4, California

Re: Our Contract No. 5590

Gentlemen:

I am attaching hereto a letter from Mr. Edward A. McGinty, Land Surveyor, 103 King Street, Medford, Oregon, enclosing a bill for survey work done for the S & D Construction Company on our Contract No. 5590 for the Evans Creek Overcrossing in Jackson County.

I am forwarding this to you for your handling.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Original signed
G. S. Paxson

G. S. Paxson
Assistant State Highway Engineer

Attach.

GP:mas

cc to: Mr. Seth Levens, Resident Agent
Home Indemnity Company
500 Jackson Towers
Portland, Oregon

Mr. W. C. Williams
Mr. Floyd Query
Mr. Ivan D. Merchant

EDWARD A. MCGINTY *Professional Land Surveyor*

103 KING STREET
PHONE SPRING 2-4749
MEDFORD, OREGON

July 24, 1961

Mr. W. C. Williams
State Highway Dept.
Salem, Oregon

Dear Mr. Williams:

Due to the financial difficulty which the S & D Construction Co. may have, I have been advised to send you a copy of the bill for surveying. Also, I am enclosing a copy of the narrative.

This survey was requested by the S & D Constr. Co., due to the damages caused while constructing the over-pass on the free way, crossing the Southern Pacific Railroad west of the City of Rogue River in Jackson County.

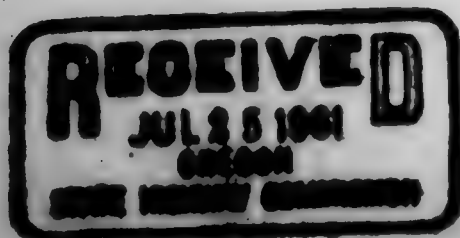
I believe your office has on file the complaint made by Mr. Earl Miller, one of the adjacent property owners.

Very truly,

Edward A. McGinty

Edward A. McGinty
Land Surveyor

RAM:ma



EDWARD A. McGINTY *Professional Land Surveyor*

103 KING STREET
PHONE SPRING 2-4749
MEDFORD, OREGON

TO S & D Construction Co.

July 24, 1961

Survey in Sec. 21, T36S, R4W.

June 21,	Office, 3 hrs.	\$ 18.00
23,	Office, 1 hr.	6.00
26,	Field, 8 hrs., 2 men	88.00
	Office, 1½ hrs.	9.00
27,	Field, 8 hrs., 2 men	88.00
28,	Field, 10 hrs., 2 men	110.00
	Office, 1½ hrs.	9.00
29,	Field, 9 hrs., 2 men	99.00
30,	Office, 7 hrs.	42.00
	Office, 7 hrs., (ass't)	28.00
July 1,	Field, 7 hrs., 2 men	77.00
	Office, 1½ hrs.	9.00
2,	Field, 8 hrs., 2 men	88.00
3,	Field, 8 hrs., 2 men	88.00
7,	Office, 6½ hrs.	39.00
20,	Field, 5 hrs., 2 men	55.00
21,	Office, 3 hrs.	18.00

Pickup expense,
8 days @ \$2.00 per day 16.00

Total \$ 887.00

RECEIVED
AUG 2 1961

FOR FILING

5590

August 1, 1961

Park and Sherck
Russ Building
San Francisco, California

Re: Evans Creek Overcrossing
Pacific Highway
Jackson County

Dear Sir:

Your letter of July 21, 1961, addressed to Mr. Ivan Merchant, has been referred to me.

Your request for an extension of time has been investigated, and we could find no action on our part of any modification of the contract which would form a basis for cancelling out the penalty due to overrun in time.

While we have every sympathy with the contractor and the bondsmen on this project, we feel that ample time for the construction was given, and that the reason for non-completion within that time was entirely due to the contractor's methods of construction. We cannot, therefore, grant the extension requested.

Very truly yours,

W. C. Williams
State Highway Engineer

BY

G. A. Paxon
Assistant State Highway Engineer

GSP:as

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant
Mr. R. L. Porter
Mr. Leonard I. Lindsay

ARTHUR PARK
SAMUEL C. SHENK
JOSEPH L. FINK
STANLEY E. GUSTAVSON
PETER HUNT
GEORGE E. KELLY
E. C. MOWER

LAW OFFICES
OF
PARK AND SHENK

RUSS BUILDING
SAN FRANCISCO 4
YUKON 2-1000
CABLE ADDRESS
"PARKWORTH"

July 21, 1961

Mr. Ivan Merchant
Bridge Engineer
Oregon State Highway Department
Salem, Oregon

Re: Claim No. 592-1431 N 32 35 05
S & D Construction Company - to -
Oregon State Highway Dept.
(Evans Creek Job)

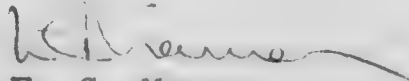
Dear Mr. Merchant:

In accordance with the discussion Mr. Thomas and I had with you and Mr. Ricketts relative the captioned contract I am transmitting herewith the original and two copies of our request for an increase in work days on this contract.

I wish to thank you for the courtesy and cooperation extended by you to Mr. Thomas and myself.

Very truly yours,

PARK and SHENK

By: 
E. C. Mower

ECM:ir
Encl.



ARTHUR PARK
SAMUEL G. SHENK
JOSEPH L. FINK
STANLEY E. GUSTAVSON
PETER HUNT
GEORGE E. KELLY
E. C. MOWER

LAW OFFICES
OF
PARK AND SHENK

RUSS BUILDING
SAN FRANCISCO 4
YUKON 2-1000
CABLE ADDRESS
"PARKWORTH"

July 21, 1961

Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 5590
Evans Creek S.P.R.R. O'Xing
(Bridge 8375)
Contractor: S & D Construction Co.

Gentlemen:

On behalf of S & D Construction Company we hereby respectfully request an increase in the number of work days from 180 to 245 days for completion of Contract No. 5590, without the assessment of liquidated damages.

Our reasons for this request are as follows:

This bridge is one of several in the Pacific Highway, which is still under construction. The bridge, though finished is not yet in use and probably will not be in use for many months yet.

The bridge, as such, was substantially complete as of the 10th of November, 1960, as evidenced by Estimate No. 9, covering the period 10-10-60 to 11-10-60. The bridge could have been used by the highway and/or paving contractors well within the original time.

The contract provides:

"Time is of the essence of the contract. Inasmuch as any delay in the prosecution of the work will inconvenience and be expensive to the travelling public, obstruct traffic, interfere with and delay business and commerce, and increase the cost to the State, it is essential that the work be pressed vigorously to completion."

We respectfully submit that there was no inconvenience or expense to the travelling public nor interference with business and commerce and to the best of our knowledge no increase in cost to the State.

Oregon State Highway Comm.
Salem, Oregon

7/21/61
-page 2 -

To enforce the liquidated damage clause of this contract would, in effect, amount to assessment of a penalty against this contractor and his Surety in the amount of \$10,400.00. It is our sincere belief that it is neither the desire or the intent of the State to do this. It is our belief that a full review of the facts of this contract will point up the equities of the contractors position.

We sincerely believe that an honest examination of the work day count records on this job will reveal that substantially if not all of the overrun of 65 days was accrued after the contract was substantially complete.

The contractor has sustained a loss on this bridge of approximately \$65,000.00. To penalize him further would be most inequitable.

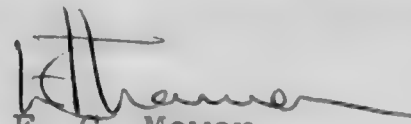
Our investigation and personal experiences in attempting to achieve completion on this project brought out the fact that considerable personal friction developed on this job during the early stages and continued thru out. We do not condone this however we do feel that it takes two people to make an argument and the condition that existed substantially contributed to the delays.

We sincerely hope that in view of the equities of this matter that you will give favorable consideration to our request.

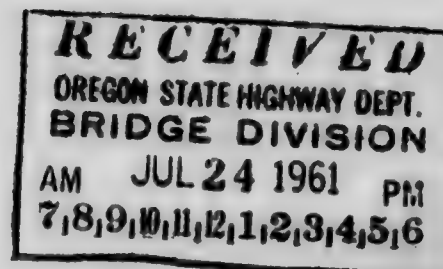
Respectfully submitted,

S & D CONSTRUCTION COMPANY

By:


E. C. Mower
Attorney

ECM:ir



OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date July 21, 1961

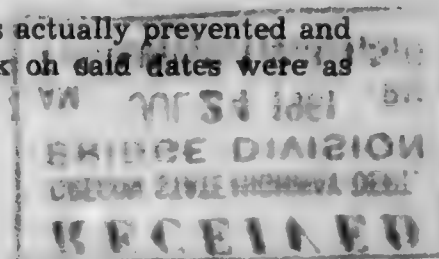
Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 180 days to 245 days, within which to complete our Contract No. 5590, without the assessment of liquidated damages. The said contract is described as follows:

Evans Creek S.P.R.R. O'Xing (Bridge 8375)

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See attached letter.



Respectfully submitted,

S & D Construction Company

Contractor

By [Signature]

CONSENT OF SURETY

Date July 21, 1961

We, The Home Indemnity Company, a corporation

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

[Signature]
Attorney-in-fact

(SEAL)

Resident Agent

OREGON STATE HIGHWAY COMMISSION
Engineers Recommendation Regarding
Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

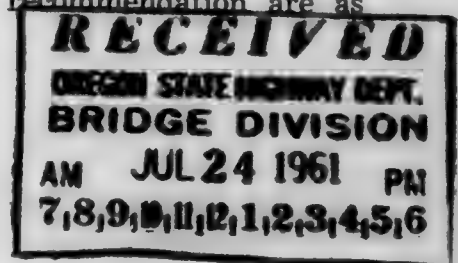
Contract No. Contractor

Highway

Section

Kind of Work

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:



Recommended for Approval:

.....
Division Engineer

.....
Construction Engineer or
Bridge Engineer

.....
State Highway Engineer

State Printing 37939

Contract No.

Project designation
State-Federal

Date awarded

Work started

Per cent completed
Date

No. of Workdays Allowed

No. of Workdays Used

No. of Added Workdays Requested

RECEIVED
AUG 1 1961

FOR FILING

I-5-1(1)
5590

July 31, 1961

Park and Shenk
Attorneys
Russ Building
San Francisco 4, California

Attention: Mr. E. C. Mower

Gentlemen:

This is to acknowledge receipt of your letter of July 26 concerning S & D Construction Co. Contract No. 5590 for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

As requested, we are asking our Auditor to mail the estimate payment in the amount of \$8,172.70 to your office in San Francisco.

It is our understanding that this warrant will be released within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Home Indemnity Co.
American Bank Building
Portland 4, Oregon

NOTED ON CARD

sc

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Mr. C. H. Maison

ARTHUR PARK
SAMUEL C. SHENK
JOSEPH L. FINK
STANLEY E. GUSTAVSON
PETER HUNT
GEORGE E. KELLY
E. C. MOWER

LAW OFFICES
OF
PARK AND SHENK

RUSS BUILDING
SAN FRANCISCO 4
YUKON 2-1000
CABLE ADDRESS
"PARKWORTH"

July 26, 1961

Mr. Floyd Query
Secretary Oregon State Highway Commission
Salem, Oregon

Re: Claim No. 592-1431 N 32 35 05
S & D Construction Company - to -
Oregon State Highway Dept.
(Evans Creek Job)

Dear Mr. Query:

#5590

We are informed by Mr. Roy Norton, Resident Engineer on the captioned job that an estimate for payment was processed on this contract July 10, 1961 in the amount of \$8,172.70.

Inasmuch as all money remaining in this contract has been assigned to Home Indemnity Company we would appreciate it if you would forward this payment warrant to our office in San Francisco.

Your kind attention to this matter will be greatly appreciated.

Very truly yours,

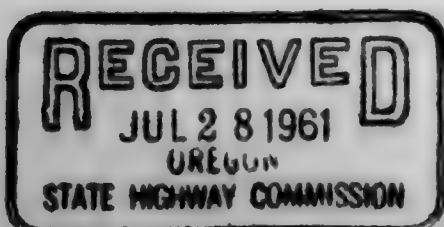
PARK and SHENK

By:

E. C. Mower
E. C. Mower

ECM:ir

cc: Mr. P.J. Goode (2)
Mr. B.L. Young, Jr.
S & D Construction Co.



RECEIVED
AUG 1 1961

FOR FILING

1-5-111
5590

July 31, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Claims dated July 26, 1961, have been received from Carl G. Magerle, Rogue River, advising that S & D Construction Co. owe him for hauling and equipment rental in the amounts of \$324.00 and \$406.75. This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

These claims have been forwarded to the Secretary of State for filing. Attached are copies for your file.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD

AC

Floyd Overy
Sec. St. Hwy. Comm.
Salem Ore.
St. Hwy. Bldg.

Date July 26 1961

To S & D Construction #5590

Address Pilling hauled to Prospect Ore. for

City bridge on south fork of Rogue River

Ordered by J. Sawicki.

212-61	16 pcs 35 ft	560 ft	
	16 " 40 "	640 ft	
	@ 27¢	1200 ft	324 00
Carl L Maguire			
Pt 1 B4 282			
Rogue River			
Ore.			
RECEIVED JUL 28 1961 STATE HIGHWAY COMMISSION OREGON			
Rediform OK 002	STATEMENT		

Floyd Query
Sec. St. Hwy. Comm.
St. Hwy. Bldg.
Salem Ore

Date July 26 1961

To L & D Construction #5590

Address finishing grade at end of bridge at
City Rogue River Ore on new free way.

Ordered by L C Jarrow.

June	9	32 loads dirt 2045 yds @ \$1.50	306 75
	12	hrs tractor @ \$10.00	80 00
	12	2 hrs truck rental @ \$1.00	30 00
			406 75
Have mailed statement			
to L & D at Portland and one			
to Park Shank at San Francisco			
but no reply from either.			
Please see that I get my			
money			
Carl L Magule			
Rt 1 Box 282			
Rogue River Ore.			
Rediform			
OK 001			
STATEMENT			

RECEIVED
AUG 1 1961

FOR FILING

2-11-61
5590

July 31, 1961

Mr. Carl L. Magerle
Rt. 1, Box 282
Rogue River, Oregon

Dear Sir:

This is to acknowledge receipt of your statements, dated July 26, 1961, in the amounts of \$324.00 and \$406.75 for hauling and rental on equipment furnished to S & D Construction Co. Our records indicate this to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

This contract was completed on June 16, 1961, and accepted by the State Highway Commission on July 28, 1961. The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

So that there will be no misinterpretation of the law, we are forwarding your claims to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that they have been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

sc

RECEIVED
AUG 1 1961

FOR FILING

5590

July 31, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached are claims for filing in the amount of \$324.00 and \$406.75 received from Carl L. Magerle, Rogue River, for hauling and rental on equipment furnished to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

Please acknowledge receipt of these claims on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD

CC

RECEIVED
JUL 27 1961

FOR FILING

I 5-1 (10)
5590

July 26, 1961

Park and Shank
Russ Building
San Francisco 4, California

Re: Our Contract No. 5590

Enclosure:

I am attaching hereto a letter from Mr. Edward A. McInty, Land Surveyor, 103 King Street, Medford, Oregon, enclosing a bill for survey work done for the S & D Construction Company on our Contract No. 5590 for the Evans Creek Overcrossing in Jackson County.

I am forwarding this to you for your handling.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:as

cc to: Mr. Seth Levins, Resident Agent
Home Indemnity Company
500 Jackson Towers
Portland, Oregon

Mr. W. C. Williams
Mr. Floyd Query
Mr. Ivan D. Merchant

EDWARD A. MCGINTY *Professional Land Surveyor*

103 KING STREET
PHONE SPRING 2-4749
MEDFORD, OREGON

July 24, 1961

Mr. W. C. Williams
State Highway Dept.
Salem, Oregon

Dear Mr. Williams:

Due to the financial difficulty which the S & D Construction Co. may have, I have been advised to send you a copy of the bill for surveying. Also, I am enclosing a copy of the narrative.

This survey was requested by the S & D Constr. Co., due to the damages caused while constructing the over-pass on the free way, crossing the Southern Pacific Railroad west of the City of Rogue River in Jackson County.

I believe your office has on file the complaint made by Mr. Earl Miller, one of the adjacent property owners.

Very truly,



Edward A. McGinty
Land Surveyor

RAM:mm



EDWARD A. McGINTY *Professional Land Surveyor*

103 KING STREET
PHONE SPRING 2-4749
MEDFORD, OREGON

TO S & D Construction Co.

July 24, 1961

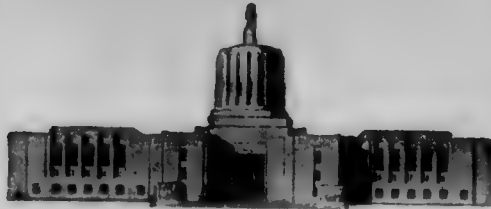
Survey in Sec. 21, T36S, R4W.

June 21,	Office, 3 hrs.	\$ 18.00
23,	Office, 1 hr.	6.00
26,	Field, 8 hrs., 2 men	88.00
	Office, 1½ hrs.	9.00
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28,	Field, 10 hrs., 2 men	110.00
	Office, 1½ hrs.	9.00
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July 1,	Field, 7 hrs., 2 men	77.00
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3,	Field, 8 hrs., 2 men	88.00
7,	Office, 6½ hrs.,	39.00
20,	Field, 5 hrs., 2 men	55.00
21,	Office, 3 hrs.	18.00
	Pickup expense, 8 days @ \$2.00 per day	16.00
	Total	\$ 887.00

RECEIVED
JUN 28 1961

FOR FILING
COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 26, 1961

Mr. C. C. Folk
Division Engineer
Bureau of Public Roads
477 Cottage, N. E.
Salem, Oregon

Dear Sir:

S & D Construction Company completed work on the Evans
Creek SPHR Overcrossing Bridge Project on the Pacific Highway in
Jackson County, Contract #5590, FAP No. L-5-1(18)50, on June 16,
1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J.W. Nash
Floyd Query
D. B. Parks

NOTED ON CARD

1c

RECEIVED
JUN 15 1961

FOR FILING

I-5-1(1)
5590

June 13, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$1,314.88 which has been filed with the Secretary of State by Gordon Hatch for wages due him by the S & D Construction Company, Portland. This appears to be in connection with the S & D Construction Company Contract No. 5590, railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

We provide this information to you as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CH:rv

cc: Seth Leavens Insurance Company, 500 Jackson Tower, Portland
S & D Construction Company, 4930 SE Reedway, Portland
M. K. McIver
Glenn L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD

SC



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

June 8, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed today from R. Gene Smith, Attorney at Law, Wing Building, Grants Pass, Oregon a notice of claim by Gordon Hatch for wages due and owing to him in the sum of \$1,314.88 plus plaintiff's costs and disbursements incurred in the prosecution of a presently pending action in the Circuit Court of the State of Oregon for Jackson County, to recover said wages, penalty and attorney's fees, against the bond taken from Home Indemnity Company, Jack Sowles and Donald DeBois dba S&D Construction Company for the work of S&D Construction Company under State Highway Contract No. 5590 for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Geo. Stephens

Public Records Section

GS:FK
Enc.

Cec. please reply

7K



NOTICE OF CLAIM

TO: STATE OF OREGON, STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned Gordon Hatch, has a claim for wages due and owing to him for labor performed by him at the special instance and request of S & D Construction Company, a partnership, which said company hired the undersigned Gordon Hatch, as a cement finisher, in the sum of Two Hundred Twenty Nine and 68/100, Dollars (\$229.68) plus a claim for statutory penalty for nonpayment of wages upon discharge, as provided by Section 652.150 Oregon Revised Statutes, in the amount of \$835.20, plus reasonable attorneys fees in the amount of \$250.00, making a total of \$1,314.88 plus plaintiff's costs and disbursements incurred in the prosecution of a presently pending action in the Circuit Court of the State of Oregon for Jackson County, to recover said wages, penalty and attorney's fees, against the bond taken from Home Indemnity Company, Jack Sowles and Donald DuBois dba S & D Construction Company, for the work of S & D Construction Company under State Highway contract No. 5590 for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County, Oregon.

File #3826

FILED

JUN 8 - 1961

STATE OF OREGON
HOWELL APPLING, JR.
SECRETARY OF STATE
County of Josephine)

I, Gordon Hatch, being first duly sworn depose and say: That I am the plaintiff named in the foregoing notice of claim; that the facts and figures stated in the foregoing notice of claim are true as I verily believe.

GENE L. BROWN
R. GENE SMITH
ATTORNEYS AT LAW
WING BUILDING
GRANTS PASS, OREGON

SUBSCRIBED and SWORN to before me this 31st day of May, 1961.

Notary Public for Oregon

My Commission Expires May 23, 1962

RECEIVED
JUN 8 - 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUN 8 1961

FOR FILING

I-5-1(18) 50
5540

June 7, 1961

Industrial Air Products Co.
3200 N. W. Yeon Avenue
Portland 10, Oregon

Attention: Mr. W. M. Ellis
Office Manager

Dear Mr. Ellis:

This is to acknowledge receipt of your letter of May 29, stating that S & D Construction Co. owe you approximately \$400 in connection with their bridge contract in the Medford area. This appears to be in connection with the S & D Construction Co. contract, 5590, Railroad Overcrossing, Evans Creek Section on the Pacific Highway in Jackson County.

Our Bridge Division informs us that this contract is approximately 94 percent complete as of June 1, 1961.

The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims, but looks to the prime contractor and surety for such payment.

If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records, and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

NOTED ON CARD

dc

CWH:mg
Encl.

PORTLAND AND MEDFORD, OREGON
SEATTLE - YAKIMA - SPOKANE AND BAINBRIDGE, WASHINGTON
BOISE, IDAHO

INDUSTRIAL AIR PRODUCTS CO.



May 29, 1961

HOME OFFICE
3200 N. W. YEON AVE.
PHONE CAPITOL 2-9231
PORTLAND 10, OREGON

CABLE ADDRESS: INDAIR

Oregon State Highway Dept.
Salem,
Oregon

Subject: S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

5590

We believe that the above concern has a contract with you on a State bridge job No. 8756 and 8206 in the Medford area, and we are experiencing some difficulty in effecting collection of our account now approximately \$400.00.

Will you please advise what the present status is of this job, and if you can give us the name of the bonding company covering the material and labor it will be greatly appreciated.

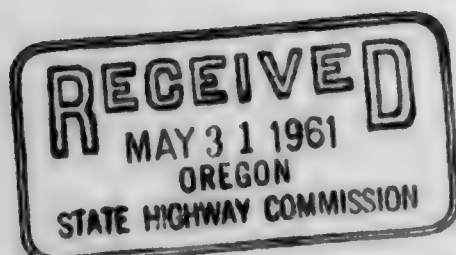
Yours very truly,

INDUSTRIAL AIR PRODUCTS CO.

W. M. Ellis, Office Manager

WME/ep

Approx. 94% complete
as of June 1, 1961
Ed Mann



NOTED
C. W. HEAD

RECEIVED
JUN 8 1961

FOR FILING

I-5-1(18)50
5590

June 7, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter has been received from Industrial Air Products Co., 3200 N. W. Tenth Avenue, Portland 10, advising that P & D Construction Co. owe them approximately \$400 in connection with their bridge job in the Madford area. This appears to be in reference to the P & D Construction contract, 5590, Railroad Overcrossing, Evans Creek Section on the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Garry
Secretary

CWH:mg

cc: Seth Levens Insurance Agency
P & D Construction Co.
H. K. Halver
Glen L. Jackson
W. C. Williams
Tarrant Cooper

NOTED ON CARD

dc

RECEIVED
JUN 8 1961

FOR FILING

I-5-1(18)50
5590

June 7, 1961

Home Indemnity Company
621 S. W. Morrison Street
Portland, Oregon

Gentlemen:

We received notification from the Secretary of State, dated June 2, 1961, that the claim of Mock's Ford Sales, Grants Pass, in the amount of \$339.73, on our contract number 5590, has been filed in his office.

The Secretary of State has assigned his file number, 3823, to this claim. A description of the claim was outlined in our letter to you of May 31.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

CWH:mg

NOTED ON CARD

dc

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 31, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$339.73, received from R. Gene Smith, attorney at law, on behalf of Mock's Ford Sales, Grants Pass, for labor and materials furnished to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

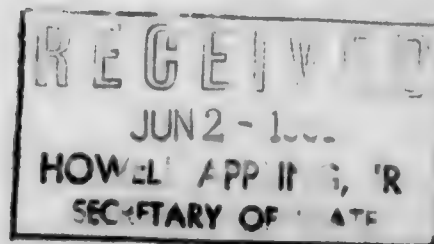
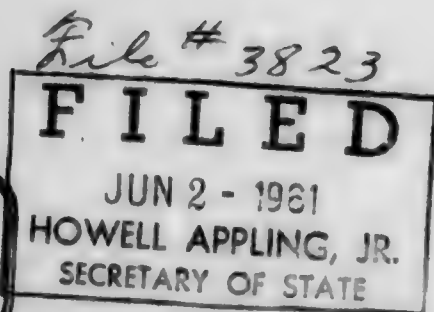
Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

Enc.



RECEIVED
JUN 5 1961

FOR FILING

I-5-1(18)50
5590

D Cook

May 31, 1961

Mr. R. Gene Smith
Attorney at Law
Wing Building
Grants Pass, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of May 24 and attached claim of your client, Mock's Ford Sales, Grants Pass, in the amount of \$339.73 for labor and materials furnished to S & D Construction Co. on State Highway Contract No. 5590.

Our records indicate this to be in connection with our contract with S & D Construction Co. for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

So that there will be no misinterpretation of the law, we are forwarding your client's claim to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

CWH:fp

NOTED ON CARD

dc

GENE L. BROWN
R. GENE SMITH
ATTORNEYS AT LAW
WING BUILDING
GRANTS PASS, OREGON

GREENWOOD 6-2464
GREENWOOD 6-5683

May 24, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attn: Floyd Query, Secretary

Gentlemen:

You will enclosed find duly executed Notice of Claim, against S and D Construction Company and Home Indemnity Company relative to contract No. 5590 on the Evans Creek Section of the Pacific Highway in Jackson County, Oregon, claiming monies due Mock's Ford Sales for labor and materials expended upon three vehicles belonging to S and D Construction Company which were used by S and D Construction Company in the furtherance of its contract with the State Highway Department.

Please file this Notice of Claim and acknowledge receipt thereof to this office.

Yours very truly,

R. Gene Smith

R. GENE SMITH

RGS:lw

enc.

cc: Mock Ford Sales



NOTICE OF CLAIM

TO: State of Oregon
State Highway Commission

Notice is hereby given that the undersigned Mock's Ford Sales has a claim for labor performed and materials furnished by Mock's Ford Sales, a more complete description of which is contained in Exhibit "A" attached hereto and incorporated herein by this reference as though fully here set out, in the amount of Three Hundred Thirty-nine and 73/100 Dollars (\$339.73); that said labor and materials were furnished by said claimant Mock Ford Sales at the special instance and request of S and D Construction Company; that claim in the amount of Three Hundred Thirty-nine and 73/100 Dollars (\$339.73) is hereby made against the bond (No. N 32 35 05) taken from The Home Indemnity Company and said S and D Construction Company, for the work of S and D Construction Company, a co-partnership, for the work upon state highway contract No. 5590 for railroad crossing on the Evans Creek Section of the Pacific Highway in Jackson County, Oregon; that said labor and materials were furnished and supplied for vehicles being used in the process of the above construction, being the following vehicles: 1959 Ford F100, Motor No. F10C9R 11711, License No. 9K 2383; 1960 Ford F100, Motor No. F10COR 45502, License No. 2U 8790; and 1959 Ford F600, License No. T11 7850.

MOCK'S FORD SALES

By [Signature]

STATE OF OREGON)
County of Josephine) ss.

I, G. B. KEYES, being first duly sworn upon oath depose and say: that I am office manager for Mock's Ford Sales, the above named claimant; that the facts and figures set forth in the foregoing claim are true as I verily believe.

SUBSCRIBED and SWORN to before me this 26th day of May 1961.

[Signature]
Notary Public for Oregon
My Commission Expires: 6-19-64

GENE L. BROWN
R. GENE SMITH
ATTORNEYS AT LAW
WING BUILDING
GRANTS PASS, OREGON

RECEIVED
JUN 5 1961
FOR FILING
I-5-1(12) 50
5590

May 31, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated May 24, 1961, with claim attached, has been received from R. Gene Smith, Attorney at Law, Grants Pass, on behalf of Mock's Ford Sales, Grants Pass, advising that S & D Construction Co. owe them for labor and materials in the amount of \$339.73.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

CWH:fp
Enc.
CC:
Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

NOTED ON CARD

cc

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

RECEIVED
JUN 5 1961

FOR FILING

I-5-1(18) 50
5590

May 31, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$339.73, received from R. Gene Smith, attorney at law, on behalf of Mock's Ford Sales, Grants Pass, for labor and materials furnished to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

Enc.

CWH:fp

NOTED ON CARD

dc

RECEIVED
JUN 1 1961

FOR FILING

I - 5-1(1) 50
5590

NOTED ON CARD

dc

May 29, 1961

Mr. E. C. Bower
Park & Shenk
Attorneys at Law
435 Russ Building
San Francisco 4, California

Dear Sir:

Attached are copies of an assignment by S & D Construction Co. to Home Indemnity Co. on State Highway Contract No. 5594; also assignments from S & D Construction Co. to the First National Bank of Oregon, 6th & Morrison Branch, Portland, on State Highway Contracts 5703 and 5754. These assignments have been checked by our Chief Counsel and are acceptable as presented.

As outlined in the assignments, all monies due or to become due on S & D Construction Company contracts are to be paid as follows:

Contract No. 5590 - Assigned to the Home Indemnity Co.
American Bank Building
Portland 4, Oregon

Contract No. 5703 - Assigned to the First National Bank of Oregon
6th & Morrison Branch, Portland, Oregon.
For deposit in "S & D Construction Company -
Meehan Job Trust Account".

Contract No. 5754 - Assigned to the First National Bank of Oregon
6th & Morrison Branch, Portland, Oregon.
For deposit in "S & D Construction Company -
Millonette Job Trust Account".

We are asking Mr. C. H. Nelson, our Auditor, to forward future payments on these contracts as outlined above.

The joint control agreement concerning the handling of funds for the three assignments has been declared acceptable by our Chief Counsel.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. H. Head, Asst. Secretary

*Copy of assignment
filed with Contract 5590*

Enc.

Mr. E. C. Mower
May 29, 1961
Page 2

CC:
Home Indemnity Co.
American Bank Building
Portland 4, Oregon

Both Levens Insurance
900 Jackson Tower
Portland, Oregon

First National Bank of Oregon
6th & Harrison Branch
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Mr. C. H. Nelson

- Please handle as described above.

Copy of assignment sent to Nelson

CWH:fp

RECEIVED
MAY 12 1961

FOR FILING

I-5-1(18)50
5590

May 11, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$14,697.00 which was filed with the Secretary of State on May 8, 1961, by Portland Wire & Iron Works, for fabricated steel and miscellaneous supplies furnished to S & D Construction Co. for bridge construction.

This claim does not give the contract or contracts for which these materials were furnished. Our records indicate that your firm appears as surety on the following S&D Construction Co. contracts:

Contract No. 5590 - For railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

Contract No. 5702 - Meacham railroad overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County.

Contract No. 5754 - Bridge-overflow structures on the Willamette River Bridge Section of the Peripheral Road (FAS 860) in Lane County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Beth Leavens Agency
300 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland 6, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

dc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

May 8, 1961

NOTED
FLOYD QUERY

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from C. A. Lomax, Sec. Treas., Portland Wire & Iron Works, 4644 S. E. 17th Avenue, Portland 2, Oregon and filed as of today, a notice of claim by same for fabricated steel and miscellaneous supplies in the sum of \$14,697.00 against the bond taken from S & D Construction Company, Portland, Oregon and Home Insurance Company, surety, for the work of bridge construction.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Geo Stephens

Public Records Section

GS:FK
Enc.

5590-5703-5754

Cec,
please reply
me



NOTED
C. W. HEAD

PORTLAND WIRE & IRON WORKS

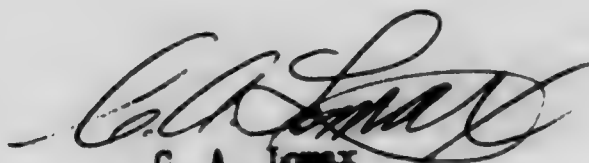
4844 S. E. 17TH AVENUE • PORTLAND 2, OREGON

ESTABLISHED 1892

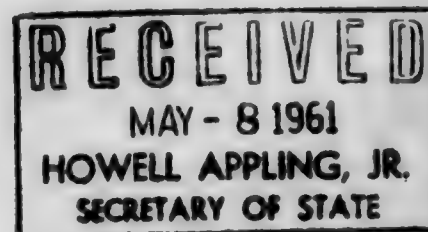
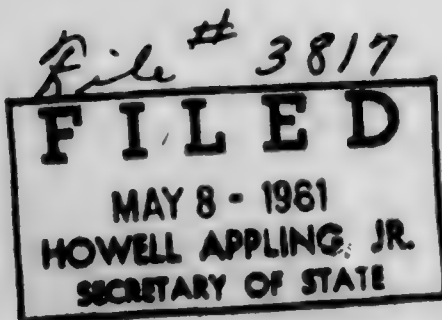
May 5, 1961

State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned, Portland Wire and Iron Works, Portland, Oregon, has a claim for fabricated steel and miscellaneous supplies in the sum of \$14,697.00 against the bond taken from S & D Construction Company, Portland, Oregon; bonded by Home Insurance Company and for the work of bridge construction.


C. A. Lomar
Sec.-Treas.

CAL/rs



RECEIVED
MAY 12 1961

FOR FILING

I-5-1(18)50
5590

May 11, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter, dated May 5, has been received from Gene Brown and R. Gene Smith, attorneys at law, on behalf of their client, Gordon Hatch, advising that S & D Construction Co. owe him for labor (amount not stated) performed on their construction job between Grants Pass and Medford.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

dc

RECEIVED
MAY 12 1961

FOR FILING

I-5-1(18)50
5590

May 10, 1961

Gene L. Brown and
R. Gene Smith
Attorneys at Law
Wing Building
Grants Pass, Oregon

Attention: Mr. R. Gene Smith

Gentlemen:

This is to acknowledge your letter of May 5 on behalf of your client, Gordon Hatch, stating that S & D Construction Co. owe him for labor performed in connection with the highway construction project between Grants Pass and Medford.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction for the railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

Our Bridge Division informs us that this project is approximately 98% complete. The Home Indemnity Co., through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

If your client wishes to protect his claim under the bond it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. You are no doubt familiar with the procedure for filing of claims. However, for your ready reference we are attaching excerpts from the Oregon Laws outlining this procedure. In the interim this information will be noted in our records and we will advise the surety and the contractor that it has been received.

This office received information on April 24, 1961 that the Home Indemnity Company, surety, is taking over this contract and will satisfy outstanding claims, and will also take steps to prosecute the work to completion.

Very truly yours,

NOTED ON CARD

dc

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

GENE L. BROWN
R. GENE SMITH
ATTORNEYS AT LAW
WING BUILDING
GRANTS PASS, OREGON

GREENWOOD 6-2464
GREENWOOD 6-5683

May 5, 1961

State of Oregon
State Highway Commission
Salem, Oregon

Re: Hatch vs. Sowles and DuBois dba S&D Constr. Co.
Jackson County Circuit Court Case No. 60-837-L

Gentlemen:

Our office is representing Mr. Gordon Hatch, who has filed an action in the Circuit Court of the State of Oregon for Jackson County against Jack Sowles and Donald DuBois, dba S&D Construction Company for wages earned, due and owing to Mr. Hatch which were not paid by the defendants. This work and labor was performed for the defendants who are contractors or sub-contractors working on the highway construction project between here and Medford. #5590

We have been informed by third parties that the defendant construction company has gone into receivership and that the bonding company for the defendant construction company has assumed the obligations of the construction company incurred under its contract or sub-contract on the construction project.

We would appreciate being informed as to the present status of this matter and whether or not our information relative to the receivership and the fact that the bonding company has assumed the obligations of the construction company is correct. We would also appreciate being informed as to the necessary procedure required by your department to adequately save the rights of our client in regard to the bond filed by this company for completion of its contract with the State Highway Commission.

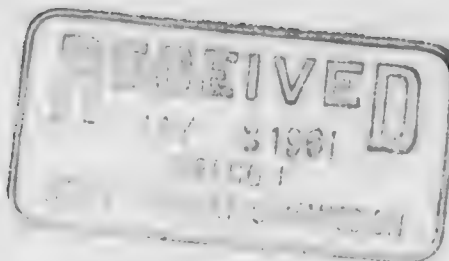
Yours very truly,

R. Gene Smith

R. GENE SMITH

RGS:lw

cc: Mr. Gordon Hatch



RECEIVED
MAY 8 1961
FORM 2-50 2-51 2497

FOR FILING

I-5-1(18)50
4490

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 5, 1961

SUBJECT: Evans Creek-Southern Pacific
Railroad Overcrossing
Contract 5590

To: Mr. G. S. Paxson
Assistant State Highway Engineer
Salem, Oregon

Reference is made to a letter received from Mr. G. S. Paxson under date of April 6, 1961, regarding alleged damages to the properties of Mr. Henry Corbin and Mr. Earl Miller adjacent to the above mentioned structure.

Attached hereto is further report from Mr. Roy W. Norton, Resident Bridge Engineer, concerning this complaint. Mr. Norton's report indicates that the Bonding Company which has taken over the operation of this project from the S & D Construction Company has agreed to resume work on this structure and complete the final cleanup to be made as soon as weather permits. I am, by a copy of this letter, asking Mr. Roy Norton to submit a final report when the complaints and cleanup have been completed.

F. D. Morgan
F. D. Morgan
Division Engineer

FDM:ds
cc: Mr. Ivan D. Merchant
cc: Mr. Roy W. Norton
encl.

NOTED



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Grants Pass, Oregon

May 2, 1961

SUBJECT: Evans Creek - SPRR O'Xing
Contract No. 5590

To: Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

The complaints against S & D Construction Co. as contained in the letters written by Mr. Miller and Mr. Corbin, concern work which will be done as soon as ground conditions permit the contractor to resume activity. Wet weather has made the area surrounding the bridge too soft to permit cleanup operations.

Consider first Mr. Miller's complaints:

1. Replace survey monument. Contractor has said that he will replace this monument. It will be done as soon as finish grading of the construction site can be completed in this area. There is still some catwork to be done in the area of the monument location.
2. R/W fences were pulled up and burned. S. & D has destroyed the metal fences placed on R/W at bridge ends. These fences will be replaced when grading and cleanup have been completed.
3. Approach fill to RR Xing on river side of railroad has been damaged. Contractor promised to contact Miller on the afternoon of 3-8-61 to make arrangements for the repair of this approach. Contractor did not make this contact. The approach is useable at this time and repair will be made before contractor is released.
4. The approach from the county road side of the railroad has been cut from the original crossing of 25 feet to 15 feet. The contractor was obligated to replace this crossing, but the railroad would not allow the contractor to do the work because of the contractor's rough construction methods. The contractor agreed to pay the railroad for the costs of replacing this crossing. The railroad replaced this crossing to a 14 foot width which is in accord with the agreement between Mr. Miller and the Southern Pacific Company for this crossing. At this point a stalemate was reached. Mr. Miller maintained that the approach should be reconstructed to the condition as shown on the sketch which

Mr. F. D. Morgan

-2-

May 2, 1961

accompanied a letter to Mr. Miller from Mr. W. C. Williams, dated May 20, 1959. The railroad said they would not construct an approach any wider than the 14 foot in the agreement and would not allow the contractor to work on the approach.

Various meetings and contacts were made with the railroad roadmaster to resolve this problem. The railroad has agreed to allow the contractor to work on the crossing to restore the full width.

Finally consider Mr. Corbin's complaints:

Mr. E. O. Ricketts and I met with Mr. Corbin and Mr. Miller on April 21, 1961. Previous attempts to meet with Mr. Corbin had been unsuccessful because I could not reach him by telephone. It was explained to these gentlemen that all of their complaints had been considered and were going to be taken care of. They now understand that the delay in completion of the work has been delayed because of weather and ground conditions. Some of the complaints from Mr. Corbin were not necessarily limited to S and D's operations. Those things which S and D is liable to repair have been explained to Mr. Corbin's satisfaction.

Since this meeting with Mr. Miller and Mr. Corbin, S and D's bonding agent has taken over operation of the project. The bonding agent was on the jobsite last Friday, April 28, 1961. Arrangements were made for work to resume this week with final cleanup to be made as soon as weather conditions permit.

Roy W. Norton

ROY W. NORTON,
RESIDENT BRIDGE ENGINEER

RWN:dd

cc: Mr. L. R. Chandler ✓
Mr. J. D. Merchant

RECEIVED
MAY 4 1961

FOR FILING

5590

May 2, 1961

Mock's Ford Sales
913 S. E. Sixth St.
Grants Pass, Oregon

Attention: Mr. G. B. Keyes

Gentlemen:

This is to acknowledge receipt of your letter of April 27 stating that S & D Construction Co. owes you \$339.73 for equipment used on their construction job on Highway 99 South. From the description this appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

Our Bridge Division has informed us that this project was approximately 98 percent complete as of April 28, 1961. The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

If you wish to protect your claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD

dc

MOCK'S



FORD SALES

HOUSE OF SERVICE

GREENWOOD 6-6656 • 913 S.E. SIXTH ST

GRANTS PASS, OREGON

April 27, 1961

Oregon State Highway Commission
Salem, Oregon

Re: S and D Construction Company
4930 S. E. Reedway
Portland, Oregon

Gentlemen:

We would appreciate information as to the present status of
S and D Construction Company contract with the State of Oregon.

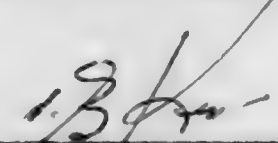
S and D Construction Company have an outstanding overdue balance
for the amount of \$339.73. This amount was charged against the
equipment being used on construction job on Highway 99 South.

I have been informed that the Home Indemnity Company (Bonding
Company) will possibly take over construction job for completion.

Thank you for your cooperation and reply.

Yours very truly,

MOCK'S FORD SALES


G. B. Keyes, Office Manager

GBK/mg

cc Home Indemnity Company
American Bank Building Room 1
Portland, Oregon

cc S and D Construction Company
4930 S. E. Reedway, Portland, Oregon

#5590

4-28-61
App 10x-18%

please reply
76

RECEIVED
MAY 4 1961

FOR FILING

5590

May 2, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter, dated April 27, 1961, has been received from Mock's Ford Sales, Grants Pass, advising that S & D Construction Co. owe them \$339.73.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

dc

CWH:fp

RECEIVED
JUN 6 1961

FOR FILING

2-5-1(18) 50
5590

Salem, Oregon
April 27, 1961

Mr. L. I. Lindas
Chief Counsel
Office

Attached are copies of an Assignment by S & Construction Co. to Home Indemnity Co. on Contract No. 5590.

Also attached are Assignments from S & D Construction Co. to the Sixth & Morrison Branch of the First National Bank of Oregon on Contracts 5703 and 5754. The assignment of funds due or to become due in connection with these two latter contracts is to be placed in a trust account.

Also attached is a copy of a Joint Control Agreement concerning the handling of funds for the three assignments. The Joint Control Agreement has been signed by the S & D Construction Co. and by the Home Indemnity Co.

Sent our only copy to

The Assignments and the Joint Control Agreement were left in this office this morning by E. C. Mower, Park & Shenk, Attorneys at Law, 435 Russ Building, San Francisco 4.

Will you please let me know if the attached papers can be honored in the form in which they are presented?

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
FQ:fp

RECEIVED
APR 26 1961

FORM E-30 50M 7-59 22124

FOR FILING

I 5-1 (18) 50
5590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

April 25, 1961

SUBJECT: Alleged Damage to
Mr. Henry Corbin and
Mr. Earl L. Miller

To: Mr. G. S. Paxson
Assistant State Highway Engineer
Salem, Oregon

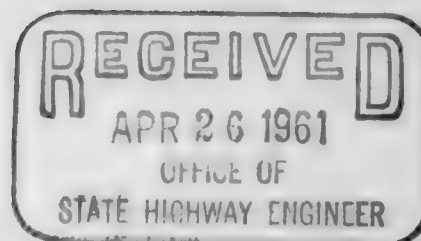
Reply is made to your letter of April 6, 1961, regarding alleged damages to the properties of Mr. Henry Corbin and Mr. Earl L. Miller in the vicinity of the Southern Pacific Railroad Overcrossing just westerly of Rogue River. Attached hereto is a copy of letter received from Mr. Roy Norton concerning the meeting held with railroad officials. This letter was addressed to the S & D Construction Company.

I am still awaiting further information from Mr. Norton regarding the cleanup in this area and I am, by a copy of this letter, requestin him to forward a report through this office as soon as corrective measures have been taken.

F. D. Morgan
F. D. Morgan
Division Engineer

FDM:ds
encl.
cc: Roy Norton

NOTED



~~XXXXXXXX~~
Box 306, Grants Pass, Oregon
April 14, 1961

S & D Construction Co.
1930 S. E. Hedberg
Portland, Oregon

S.P.R.R. Overcrossing
Bridge # 8373
Contract #5990

Gentlemen,

Today, Mr. J. Wilson, Roadmaster for the Southern Pacific Railroad, Mr. W. Hurby, Engineer for the Southern Pacific Railroad, Mr. Miller, property owner and Mr. V. Paul, Assistant Resident Bridge Engineer, Oregon State Highway Department had a meeting on the job site of the subject project.

The railroad gave their permission to widen the Rail Road crossing for Mr. Miller. Actual permission was given to have the private crossing restored to the condition that it was in before the construction of the S.P.R.R. Overcrossing. The railroad representatives stated that all they would require would be notification before the work is started on the crossing so that they could provide an inspector for the job. This notification and request for an inspector would be made by your firm to Mr. Wilson, Road Master for the S.P.R.R., Medford, Oregon. Notification should also be made to Mr. Roy W. Norton, Resident Bridge Engineer, Grants Pass, Oregon so that the State Highway Department could also provide an inspector that would be present as the crossing is reconstructed.

On Wednesday, April 12, 1961, a foreman for your firm talked to Mr. Vern Paul and stated that he would call Mr. Jack Soules of your firm and find out when and how he should complete cleanup and finishing operation on and around the bridge. The foreman was to call this office and let us know what and when work would resume. We have not heard from this man or any one else from your firm. The weather at this time is warm and dry and the ground at and near Mr. Miller's crossing is dry. If this weather continues workday charges for this contract will resume on Monday, April 17, 1961.

cc: Ivan Marchant
F. D. Morgan
File

Vernon E. Paul

for Roy W. Norton
Assistant Bridge Engineer

RECEIVED
APR 25 1961

FOR FILING

7-5-1(18)50
5590

Salem, Oregon
April 24, 1961

S & D Construction Company's
Projects

Mr. Ivan D. Merchant
Bridge Engineer

A Mr. Charles A. Kerr, representing the Home Indemnity Company, which is bondsman for S & D Construction Company on Contracts Nos. 5590, 5703, and 5754, being Evans Creek Overcrossing; Willamette River Bridge Peripheral Road, Lane County; and Meacham Overcrossing; advises that the Bonding Company is taking over these contracts and that it will satisfy outstanding claims against the contracts and will take steps to prosecute the work to completion.

G. S. Paxson
Assistant State Highway Engineer

GSP:ms

cc Forrest Cooper
Leonard Lindas
Tom Edwards
Floyd Quary

RECEIVED
APR 21 1961

FOR FILING

I-5-1(18)50
5590

April 20, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated April 19, 1961, that the claim of J. W. Copeland Yards, Portland, in the amount of \$26,144.98 against S & D Construction Co. on our Contract No. 5590, has now been filed in his office. The Secretary of State has assigned his File No. 3810 to this claim.

A description of the claim was outlined in our letter to you of April 18, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

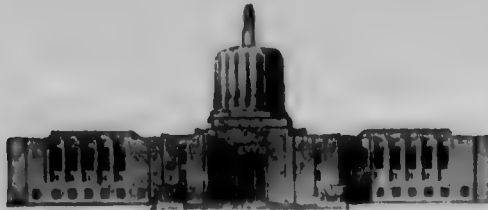
CWH:fp

NOTED ON CARD

cc

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 18, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. G. Stephens

Dear Sir:

Attached for filing is a claim letter, dated April 11, 1961, in the amount of \$26,144.98, received from J. W. Copeland Yards, Portland, against S & D Construction Co.

This appears to be in connection with our Contract No. 5590 with S & D Construction Co. for the Evans Creek Overcrossing of S.P.R.R., Josephine County Line-Evans Creek Section of the Pacific Highway in Jackson County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

File # 3810

FILED

APR 19 1961
HOWELL APPLING, JR.
SECRETARY OF STATE



RECEIVED
APR 21 1961

M. K. MCIVER, CHAIRMAN
FOR FILING
KENNETH N. PRIDEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 19, 1961

Floyd Query

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

FLOYD QUERY
SALEM
7-5-1(18)50
5590

Home Indemnity Co.
American Bank Building
Portland 4, Oregon

Re: Highway Contracts
#5590, 5703, & 5754
S & D Construction Co.

Gentlemen:

As surety for the performance of the above contracts, we feel that the following information, pertaining to the performance of said contracts by the S & D Construction Company, together with information concerning the numbers and amounts of claims presented to this Department against the contractor, should be brought to your attention for such action as you deem proper:

Contract #5590 was awarded on January 28, 1960, in the amount of \$496,402.40, for the construction of the Evans Creek Southern Pacific Railroad Overcrossing on the Pacific Highway in Jackson County, Oregon. The contractor's last estimate, which was for payment of work done to November 11, 1960, showed the job 94% complete with 160 of 180 allotted workdays expended. As of March 24, 1961, the contractor has been charged with 213 workdays, or 33 days over the specified amount. Our last construction report on the contract made on March 31, 1961, shows that the job was 98% complete with a 33 day overrun in time and an estimated completion date of April 30, 1961. At the present time, eleven claims have been filed with this Department, in the total amount of \$133,123.44.

Contract #5754 was awarded to the S & D Construction Company on July 14, 1960, in the amount of \$424,000.00, for the construction of the Willamette

NOTED
G. S. HEAD

NOTED
C. W. HEAD

NOTED
FLOYD QUERY

Home Indemnity Co.
April 19, 1961
Page 2

River Bridge and two Willamette River Overflow Structures in Lane County. In this case the contractor was paid for work done to February 10, 1961, which shows the job 50% complete with 117 of 220 allotted workdays expended. Work on this project apparently is progressing in an orderly manner at the present time with the estimated date of completion about July 31st, which should be within the specified workday count. However, there have been six claims filed against the contractor on this job, totalling \$34,254.53.

Contract #5703 was awarded on May 10, 1960, in the amount of \$289,852, for the construction of Twin Overcrossings of the Union Pacific Railroad Company's tracks at Meacham on the Old Oregon Trail Highway in Umatilla County, Oregon.

As of March 31, 1961, the contractor had been charged with 117 workdays out of an allotted 160. Our last construction report on the contract shows the job 37% complete with 117 of the 160 allotted workdays expended and an estimated completion date of May 1, 1961. This Department has received three claims against the contractor on this contract, totalling \$87,282.00.

The S & D Construction Company also has another contract with this Department, but the surety in this case is not your organization and, consequently, I assume you will not have any particular interest in this other contract.

We call this matter to your attention for such use as you wish to make of it. We are particularly anxious that these contracts proceed as expeditiously as possible and that they are completed within the allotted workdays. We wish to do everything we can to assist the contractor in bringing about the early completion of the contracts that are lagging and, should you have any suggestions concerning this, we would be glad to hear from you.

Very truly yours,

LIL:bp

cc: Seth Leavens, Agent
S & D Construction Co.
W. C. Williams

L. I. LINDAS
Chief Counsel

G. S. Paxson - C. H. Maison - Ivan Merchant

RECEIVED
APR 19 1961

FOR FILING

I-5-1(18) 58
5590

April 18, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A claim letter, dated April 11, 1961, has been received from J. W. Copeland Yards, Portland, advising that S & D Construction Co. owes them \$26,144.98. This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for the Evans Creek Overcrossing of S.P.R.R. on the Josephine County Line-Evans Creek Section of the Pacific Highway in Jackson County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

fp

NOTED ON CARD

dc

RECEIVED
APR 19 1961

FOR FILING

I-5-1(18) 50
5590

April 18, 1961

J. W. Copeland Yards
119-135 S. E. Main Street
Portland 14, Oregon

Attention: Mr. D. E. Graham

Gentlemen:

This is to acknowledge receipt of your claim letter of April 11 in which you state that S & D Construction Co. owes you \$26,144.98 for work on the Evans Creek Overcrossing of S.P. R.R. on the Josephine County Line-Evans Creek Section of the Pacific Highway in Jackson County, our Contract No. 5590.

So that there will be no misinterpretation of the law, we are forwarding this claim letter to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FP

NOTED ON CARD

dc

J.W. COPELAND YARDS

General Offices
119-125 S. E. MAIN STREET
PORTLAND 14, OREGON
April 11, 1961

Oregon State Highway Commission
Salem, Oregon

ATTN: Mr. Floyd Query, Secretary

Gentlemen:

Notice hereby is given that the undersigned, J.W. Copeland Yards, has a claim for lumber and other materials for the sum of \$26,144.98 against the bond taken from S & D Construction Company and The Home Indemnity Company for the work on Evans Creek over-crossing of S.P.R.R., Josephine county line-Evans Creek section, Pacific Highway, Jackson County Oregon, bridge #8375, contract 5590.

Yours very truly,

J.W. COPELAND YARDS

THE OREGON STATE HIGHWAY COMMISSION
Salem, Oregon
April 11, 1961

RECEIVED
APR 19 1961

FOR FILING

I-5-1(18) 50
5590

April 18, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated April 11, 1961, in the amount of \$26,144.98, received from J. W. Copeland Yards, Portland, against S & D Construction Co.

This appears to be in connection with our Contract No. 5590 with S & D Construction Co. for the Evans Creek Overcrossing of S.P.R.R., Josephine County Line-Evans Creek Section of the Pacific Highway in Jackson County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

NOTED ON CARD

dc

RECEIVED
APR 18 1961

FOR FILING

I-5-1(18) 50
5590

Salem, Oregon
April 17, 1961

S & D Construction Company
Outstanding Claims as of
April 17, 1961

L. I. Lindas
Chief Counsel

As requested, attached is a list of claims filed against the subject contractor on the following State Highway Contracts:

<u>Date</u>	<u>Claimant</u>	<u>Claim For</u>	<u>Amount of Claim</u>
CONTRACT 5536			
3-20-61	Portland Wire & Iron Works	materials	\$ 1,705.06
3-23-61	Willamette Tug & Barge Co.	work subcontracted	7,593.00
CONTRACT 5590			
12-7-60	J. W. Copeland Yards	materials	\$32,298.00
12-19-60	Farwest Steel Co. (filed by Harris, Butler, Husk & Gleaves, attorneys)	labor-materials	49,310.86
1-25-61	Cal-Ore Machinery Co.	repair parts furnished for winch	165.49
3-9-61	Redimix Concrete Co.	material, tools, equipment rental, storage	8,000.00+
3-16-61	Mercer Steel Co., Inc.	steel-labor	13,642.00
3-20-61	Rogue Automotive & Equipment Service	services-material	224.38
3-20-61	Portland Wire & Iron Works	materials	920.65
3-23-61	Willamette Tug & Barge Co.	work subcontracted, unpaid balance	3,345.03
3-26-61	Laffing Gas Service	gasoline	22.05
No date shown	Rogue River Sign Co.	demolished sign	50.00
Following claim just received:			
4-11-61	J. W. Copeland Yards	lumber & materials	26,144.98
CONTRACT 5703			
1-18-61	Empire Bldg. Material Co.	concrete beams	\$80,400.00
3-21-61	Portland Wire & Steel Warehouse	materials	4,998.00
3-20-61	Portland Wire & Iron Works	materials	1,884.00

L. I. Lindas

April 17, 1961

<u>Date</u>	<u>Claimant</u>	<u>Claim For</u>	<u>Amount of Claim</u>
CONTRACT 5754			
2-8-61	L. B. Foster Co.	material leased	\$ 716.32
3-16-61	R & M Hardware	merchandise	94.21
3-16-61	Mercer Steel Co., Inc.	steel-labor	13,642.00
3-20-61	Portland Wire & Iron Works	materials	714.60
4-4-61	L. D. McFarland Co.	piling	245.00
4-6-61	Morse Bros., Harrisburg	balance due for piling slabs	18,842.40

I thought you would be interested to know that a Mr. Mower, attorney representing the Home Indemnity Co., San Francisco, telephoned Cecil Head on April 14 from Portland and advised him that they will be sending to us (or bring in person) in a few days assignments on S & D Construction Co. Contracts 5754, 5703 and 5536 for future payments to be mailed direct to a trustee account in Portland. They said they won't include Contract 5590 because it is almost completed.

Also attached is a list showing the description of each contract together with the surety.

Floyd Query, Secretary

Jmc

cc: Cecil Head

S & D CONSTRUCTION COMPANY
4930 SE Reedway
Portland 6, Oregon

#5536 for construction of the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail in Union County.

Bond: \$422,095.00

Surety: United Pacific Insurance Company

Seth Leavens Agency

500 Jackson Tower

Portland, Oregon

Awarded: September 24, 1959

#5590 for RR Overcrossing on the Evans Creek Section of Pacific Highway in Jackson County.

Bond: \$496,402.40

Surety: Home Indemnity Company

Seth Leavens Ins. Agency

500 Jackson Tower

Portland, Oregon

Awarded: January 28, 1960

#5703 for the Meacham RR Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail in Umatilla County.

Bond: \$289,852.00

Surety: Home Indemnity Company

Seth Leavens Agency

500 Jackson Tower

Portland, Oregon

Awarded: May 10, 1960

#5754 for Bridge-overflow structures on the Willamette River Bridge of the Peripheral Road (FAS 860) in Lane County.

Bond: \$424,000.00

Surety: Home Indemnity Company

Seth Leavens Agency

500 Jackson Tower

Portland, Oregon

Awarded: July 14, 1960

RECEIVED
APR 14 1961

FOR FILING

I-5-1(18) 50

5590

Salem, Oregon
April 13, 1961

Files

This morning a Mr. Chas. Kerr, Portland, and a Mr. Miles Thomas, San Francisco, representing the Home Indemnity Company, were in the office concerning the four contracts which S & D Construction Co. have with the State Highway Department.

I gave these gentlemen a listing of all claims that we have received to date on S & D Construction Co. Contracts Nos. 5536, 5590, 5703 and 5754.

I believe Mr. Kerr and Mr. Thomas talked to Mr. Wilbur Garrett in the Bridge Division concerning these bridge contracts.

C. W. Head

CWH:fp

RECEIVED
APR 7 1961

FOR FILING

I-5-1(18)-0
4490

April 6, 1961

Mr. Malden Stout
Davidson, Duffy & Stout
1525 Yeon Building
Portland 4, Oregon

Dear Mr. Stout:

I have your letter of March 24 concerning the alleged damage to the Corbin and Miller properties by the S & D Construction Company's work at the Evans Creek overcrossing.

I have forwarded a copy of this letter to our field forces asking that they check on the matter and advise me.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

ESP:mc

cc to: Mr. W. C. Williams

LAW OFFICES OF
DAVIDSON, DUFFY & STOUT

1525 YEON BUILDING
PORTLAND 4, OREGON

CARL E. DAVIDSON
CHARLES P. DUFFY
WALDEN STOUT

DONALD J. GEORGESON

March 24, 1961

Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Assistant State Highway Engineer

Gentlemen:

Your letter to S & D Construction Co. dated March 14, 1961 has been referred to me as the firm's attorney.

I have discussed with Mr. Sowles the alleged claims of Mr. Corbin and Mr. Miller. It is believed that these complaints are premature, as they relate primarily to corrective matters which S & D Construction Co. has not had an opportunity to accomplish due to inclement weather. Your engineer on the job can probably verify the fact that the ground is too soft to allow the necessary work to be done on the access road.

Your attention is also directed to the fact that Mr. Corbin has made numerous claims and complaints, commencing way back in August, 1960. He retained an attorney, one Stanley C. Jones, Jr., of Medford, with whom I had voluminous correspondence. At my suggestion, Mr. Sowles did a great deal of work on Mr. Corbin's property in order to placate him and, in fact, paid him the sum of \$450 in additional settlement. Many of the complaints now made by Mr. Corbin were made prior to the time this settlement was reached and I believe we can assume that the only portion of Mr. Corbin's claim which would have any semblance of validity would be that relating to the restoration of the so-called "access road" and, of course, such restoration can be effected only in such a way as to be consistent with the Highway Commission's plans and with the requirements of the railway company.

Oregon State Highway Department
March 24, 1961
Page 2

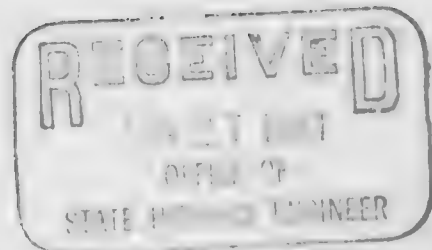
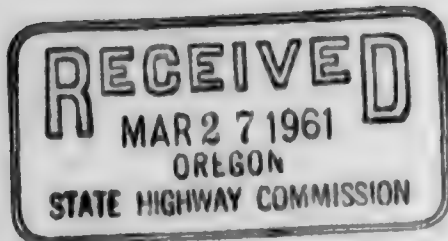
Mr. Sowles has never been advised that he disrupted the survey monuments in this vicinity. This matter must be investigated and, if the claim is valid, S & D Construction Co. must take steps to restore the monuments. As soon as that is accomplished and the crossing repaired, this should dispose of Mr. Miller's complaints because he states that this is "all I am asking".

We appreciate the importance to the Highway Department of maintaining proper relations with the people whose rights are affected by highway improvements and yet we would respectfully suggest that the complaints of disgruntled landowners should not be accepted as 100 percent correct; on the contrary, your experiences in these cases must have shown you that the landowners are strongly inclined to fabricate, or at least exaggerate, their so-called claims.

Very truly yours,

Walden St.

WS:m



RECEIVED
APR 7 1961

FOR FILING

I-5-1(12) 50
5590

Salem, Oregon
April 6, 1961

Mr. F. D. Morgan

Under date of March 14, I wrote the S & D Construction Company concerning alleged damages to the properties of Mr. Henry Corbin and Mr. Earl L. Miller. You have a copy of this letter. I have now a letter from Mr. Walden Stout, attorney for the S & D Construction Company, copy of which is attached.

Will you please let me know whether any damages which the contractors have caused have been satisfactorily adjusted.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:as

cc to: Mr. Ivan D. Marchant

RECEIVED
APR 7 1961

FOR FILING

I-5-1(18) 50
5590

April 6, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$22.05 which was filed with the Secretary of State on April 3, 1961, by R. S. Green, dba Laffing Gas Service, for gasoline furnished to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

NOTED ON CARD

dc

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

April 3, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

NC
FLOYD QUERY

Dear Sir:

We have received from R. S. Green, Laffing Gas Service, P. O. Box 306, Rogue River, Oregon and filed as of this date, a notice of claim by R. S. Green dba Laffing Gas Service for 65 gallons of gasoline in the sum of \$22.05 against the S & D Construction Company and/or The Home Indemnity Company, 500 Jackson Tower, Portland, Oregon for the work of construction of a bridge on Evans Creek Section of Pacific Highway, Jackson County. State Highway Contract No. 5590.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By

Geo. Stephens

Public Records Section

GS:FK
Ecn.



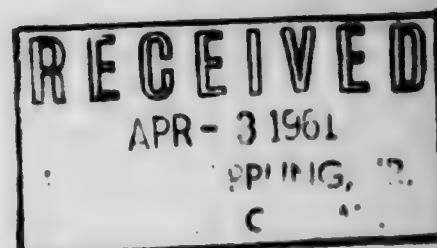
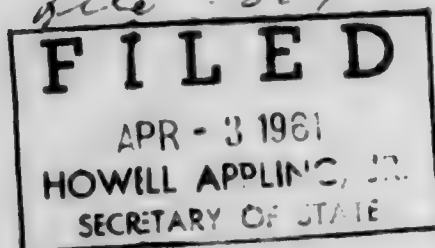
April 1, 1961

To -
Oregon State Highway Commission
c/o Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned,
R. S. Green, Dba. Laffing Gas Service, Rogue River,
Oregon, has a claim for 65 gallons of gasoline in
the sum of \$22.05 against the S & D Construction
Company and/or The Home Indemnity Company, 500
Jackson Tower, Portland, Oregon for the work of
constructing a bridge on Evans Creek Section of
Pacific Highway, Jackson County, State Highway
Contract No. 5590.

Signed

R. S. Green
Dba. Laffing Gas Service
P. O. Box 306
Rogue River, Oregon



RECEIVED
APR 5 1961

FOR FILING

I-5-1(18)50
5590

April 4, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

We have received notification from the Secretary of State informing us that the claim of Rogue River Sign Company in the amount of \$50.00 against S & D Construction Co. on our Contract No. 5590 was filed in his office on March 31, 1961. He has assigned his file No. 3806 to this claim.

A description of the claim was outlined in our letter of March 30 to you.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

cc

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 30, 1961

Hon. Howell Appling Jr.
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Stephens:

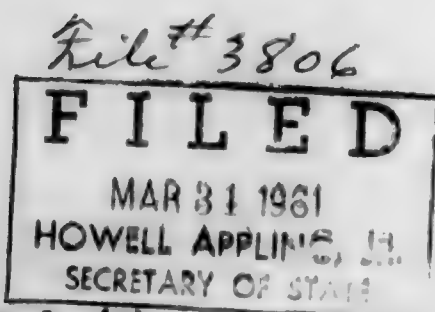
Attached is a claim for filing in the amount of \$50.00 received from Rogue River Sign Company for the destruction of a sign which they state was destroyed by Mr. Jack Sowles of S and D Construction Company.

This appears to be in connection with the S and D Construction Company's State Highway Contract No. 5590, railroad overcrossing, Evans Creek Section on the Pacific Highway in Jackson County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

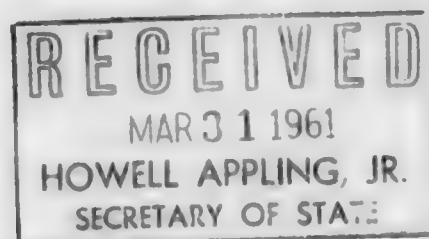
Very truly yours,

OREGON STATE HIGHWAY COMMISSION



Encl. (2)

Floyd Query
Secretary



RECEIVED
APR 5 1961

OFFICES IN
SAN FRANCISCO
LOS ANGELES

SEATTLE
PORTLAND
NEW YORK
CHICAGO
HONOLULU

I-5-1(18) 58
5590

JOHN F. FORBES & COMPANY

CERTIFIED PUBLIC ACCOUNTANTS

CABLE ADDRESS
"CERPUBANT"

FAILING BUILDING
PORTLAND 4

Files
April 1, 1961

State Highway Commission
State Highway Building
Salem, Oregon

C
Dear Sir:

Our firm has been engaged to audit the records of S & D Construction Company. In order to complete this work it is necessary that we verify certain accounts reflected on the company's records.

Q
We shall appreciate your reviewing the following schedule and if the amounts are correct, sign and date the statement at the bottom of this letter and return the signed copy direct to our office, John F. Forbes & Company, 315 Failing Building, Portland 4, Oregon. If the statement is incorrect will you so indicate any discrepancy.

P
Y
Table with 5 columns: Job Name, Contract No., Amount of Contract, Total Payments To Date, Retainage. Rows include Evans Creek Job, Willamette River Job, Grande Ronde River Job, and Meacham Railroad Job.

	Contract No.	Amount of Contract	Total Payments To Date	Retainage
Evans Creek Job	5590	\$496,402.40	\$448,781.92	\$24,820.12 ✓
Willamette River Job	5754	424,000.00	188,095.50	20,899.50 ✓
Grande Ronde River Job	5536	422,095.00	269,690.75	21,104.75 ✓
Meacham Railroad Job	5703	289,852.00	118,495.80	13,166.20 ✓

A duplicate copy of this letter is enclosed for your files and a stamped addressed envelope is enclosed for your convenience in replying. A prompt response will be appreciated.

Yours very truly,

John F. Forbes & Company
JOHN F. FORBES & COMPANY

The above statement is correct as at 5 April, 1961.

Comments:

Signature

Title or position

Returned Original copy, 4-5-61
CETH.

RECEIVED
MAR 31 1961

FOR FILING

I-5-1(18) 50
5590

March 30, 1961

Rogue River Sign Company
Route 1, Box 435B
Gold Hill, Oregon

Gentlemen:

This is to acknowledge receipt of your recent claim in the amount of \$50.00 for destruction of a sign by Mr. Jack Sowles of the S and D Construction Company.

From the description in your claim, this may be in connection with the S and D Construction Company's Contract No. 5590, railroad overcrossing, Evans Creek Section of the Pacific Highway in Jackson County.

The Home Indemnity Company through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the Performance Bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and surety for such payment. Contract payments are not withheld by us unless requested by the surety or by our own Department.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records, and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

CWH:mb

NOTED ON CARD

lc

March 30, 1961

Henn Indemnity Company
621 S. W. Harrison Street
Portland, Oregon

Gentlemen:

A claim has been received from Evans River Sign Company, Route 1, Box 435B, Gold Hill, advising that S and D Construction Company owe them \$50.00 for the destruction of a sign.

This may be in connection with State Highway Contract No. 5590, railroad overcrossing, Evans Creek Section, Pacific Highway, Jackson County.

This claim has been forwarded to the Secretary of State for filing.

Attached is a copy for your record. This information is provided as your company appears as surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

CWH:mb
Encl.

cc: Seth Leavens Insurance Co.
S and D Construction Company
Commissioners - M. K. Helver
Glenn L. Jackson
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD

cc

ROGUE RIVER SIGN COMPANY

Route 1, Box 435B
Gold Hill, Oregon

E. E. Carpenter

Ju 2-3477

Sand D Construction Co

Terms:

Date

Highway sign demolished
by Mr Jack Lowles of
S & D Construction Co.

\$ 50 00

Supt of Oregon State Highways

This company has been billed
twice and no response. Sign was
located at 5168 So. Pacific Highway,
Grants Pass.

March 30, 1961

Hon. Howell Appling Jr.
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Stephens:

Attached is a claim for filing in the amount of \$50.00 received from Rogue River Sign Company for the destruction of a sign which they state was destroyed by Mr. Jack Savles of S and D Construction Company.

This appears to be in connection with the S and D Construction Company's State Highway Contract No. 5590, railroad overcrossing, Evans Creek Section on the Pacific Highway in Jackson County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Secretary

Encl. (2)
CWH:mb

NOTED ON CAR.

cc

March 29, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter, dated March 28, 1961, has been received from R. S. Green, Luffing Gas Service, P. O. Box 306, Rogue River, stating that S & D Construction Company owe them (amount not stated) for gasoline purchased in connection with a bridge project in the Rogue River area.

This appears to be in connection with the S & D Construction Company State Highway Contract No. 5590, for construction of railroad overcrossing on Evans Creek Section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

CC: Seth Leavens Agency
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
430 S. E. Reedway
Portland, Oregon

Chairman M. K. McIver
Commissioner G. L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD

dc

March 29, 1961

Laffing Gas Service
P. O. Box 306
Rogue River, Oregon

Attention: R. S. Green

Gentlemen:

This is to acknowledge your letter of March 26 in which you advise that S & D Construction Company is indebted to you for gasoline purchased on its bridge contract in your area.

From the description in your letter, this claim appears to be in connection with State Highway Contract No. 5590, construction of railroad overcrossing on Evans Creek Section of the Pacific Highway, Jackson County. Our Bridge Division has informed us that this project is approximately 98% complete as of March 27, 1961.

The Home Indemnity Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims, but looks to the prime contractor and to the surety for such payment. If you wish to protect your claim under the bond, it should be filed with the Secretary of State within six months after the contract is accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

This office does not have lien forms which you requested. We suggest that you contact your attorney if you wish to file a lien against this contract.

Your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON 3-30-61

cc

March 20, 1961

Willamette Tug & Barge Co.
Foot of N. Portsmouth Ave.
Portland 3, Oregon

Attention: Mr. W. G. Edwards
Controller

Gentlemen:

This is to acknowledge your letter of March 23 informing us that S & D Construction Co. owes you various amounts on the following State Highway contracts:

Contract No. 5590 for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County - \$3,345.03 for work performed. This contract is approximately 98 percent complete. The surety is the Home Indemnity Company through the agent, Seth Leavens Insurance, 500 Jackson Tower, Portland.

Contract No. 5536 for the Grande Ronde River Bridge on the Glover-Perry Section of the Old Oregon Trail Highway in Union County - \$7,593.00 for work performed. This job is approximately 60 percent complete. The United Pacific Insurance Company is the surety, through the agent, Seth Leavens Agency, 500 Jackson Tower, Portland.

The above sureties furnished the performance bonds on these contracts, which were given to assure completion of the contracts and payment of all bills incurred in them. The State does not make payment of claims but looks to the prime contractor and the surety for such payment. Contract payments are not withheld by us unless requested by the surety or by our own department.

If you wish to protect your claims under the bonds, they should be filed with the Secretary of State within six months after the contracts have been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure. In the meantime, this information will be noted in our records and we will advise the sureties and the contractor of the receipt of your letter.

Very truly yours,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

March 29, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter, dated March 23, has been received from
Willamette Tug & Barge Co., Portland, advising that S & D
Construction Co. owes them \$3,345.03 for work performed.

This appears to be in connection with State Highway
Contract No. 5590 with S & D Construction Co. for railroad
overcrossing on the Evans Creek Section of the Pacific High-
way in Jackson County.

We provide this information as your company appears
as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Commissioners
W. G. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

sc

March 28, 1961

Portland Wire & Iron Works
4644 S. E. 17th Avenue
Portland 2, Oregon

Attention: Mr. C. A. Lomax
Secretary-Treasurer

Gentlemen:

Reference is made to our letter to you of March 24 concerning your claims in the amount of \$5,905.31 filed against S & D Construction Co.

In our letter to you we failed to mention that the State does not make payment of claims but looks to the prime contractor and the surety for such payment. We make no effort to determine the validity of a claim and contract payments are not withheld by us unless requested by the surety or by our own department.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

(This is in regard to Contracts 5754, 5703, 5536 & 5590)

NOTED ON CARD

Se

Rogue River, Ore
3-26-61

Oregon State Hwy Commission,
Salem, Ore.

#5590

Gentlemen:

Will you please
furnish me the necessary
forms to file a lien against
the "S & D Construction Co." who
recently finished a bridge
at this point. They are
indebted to me for gasoline
purchased for the job.

Very Truly Yours

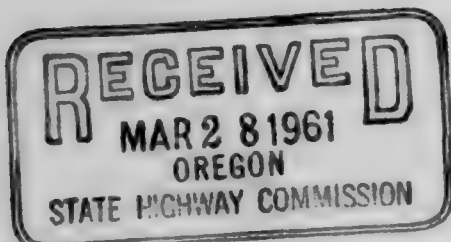
R. S. Green

LAFFING GAS SERVICE

PO Box 306

Rogue River, Ore

NOTED
FLOYD QUERY



Hydraulic & Bucket Dredging • Marine Construction • Piledriving • Submarine Pipelines • Intakes and Outfalls • Land Substructures



WILLAMETTE TUG & BARGE CO.

FOOT N. PORTSMOUTH AVENUE

PORTLAND 3, OREGON

BU 9-5511 - 24 HOUR ANSWERING AND 2-WAY RADIO DISPATCHED SERVICE

"HELPING BUILD THE WEST SINCE 1925"

March 23, 1961

Mr. Floyd Query, Secretary
State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Query:

We sub-contracted from S and D Construction Company, work on two state highway projects for which we have not yet been paid by them. In discussing this with Highway Commission engineers at Grants Pass, they suggested that we write to you and present the facts, and that you might be able to assist us in obtaining our money. The following is a schedule of work we have done and the balances owed to us by S and D Construction Company:

Project: State Highway Contract No. 5590 -- Bridge No. 8375 -- Evans Creek Railroad Overcrossing Structure -- Jackson County, Pacific Hwy.

We drove and spliced steel bearing pile, drove and framed wood falsework pile, and did some extra work. We contracted to do this work for \$17,515.00 plus \$802.90 of force work, or a total of \$18,317.90. \$3,345.03, or in excess of 18% of this amount, still remains unpaid.

Project: State Highway Contract No. 5536 -- Bridge No. 8425 -- Grande Ronde River Bridge -- Union County.

We drove piling and hung bracing on this bridge during April 1960, on a force account basis, with total charges of \$2,576.32. We drove and framed falsework piling for the bridge during August 1960, on a force account basis with total charges of \$5,016.68. We have not received any money on this job, and the entire amount of \$7,593.00 is outstanding.

If you could provide us with copies of S and D's payment bond, contract or whatever other information or assistance that is practicable for you to give us, we would sincerely appreciate your help.

Very truly yours,

WILLAMETTE TUG AND BARGE CO.

W. G. Edwards, Controller

WGERb

Ship Assisting • Towing • Land and Water Cranes • Barging • Marine Salvage
Readymix Concrete • Sand and Gravel • Crushed Rock • Fill Material • Truck - Rail - Barge Delivery

NOTED
C. W. HEAD

RECEIVED
MAR 27 1961

FOR FILING

T-5-1(18)50
5590

March 24, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$5,905.31 which has been filed with the Secretary of State by Portland Wire & Iron Works for materials furnished to S & D Construction Company on various State Highway projects.

Claims against State Highway Contracts on which your company appeared as surety on the performance bonds furnished with the contracts are as follows:

- \$ 714.60 -- Contract No. 5754, bridge-overflow structures on Willamette River Bridge Section of Peripheral Road, Lane County.
- \$1,884.00 -- Contract No. 5703, Meacham Railroad Overcrossing on Deadman's Pass-Meacham Section of Old Oregon Trail Highway, Umatilla County.
- \$ 920.65 -- Contract No. 5590 Construction of Railroad Overcrossing on Evans Creek Section of Pacific Highway, Jackson County.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:jmc

cc: Seth Leavens Insurance Agency, 500 Jackson Tower, Portland
S & D Construction Co., 4930 S. E. Reedway, Portland 6

Chairman M. K. McIver
Commissioner G. L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD

dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

March 22, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Portland Wire & Iron Works, 4644 S. E. 17th Avenue, Portland 2, Oregon and filed as of this date, a notice of claim by same for fabricated steel and miscellaneous supplies in the sum of \$5,905.31 against the bond taken from S&D Construction Company, Portland, Oregon; bonded by Home Insurance Company and United Pacific Insurance Company for the work of bridge construction.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

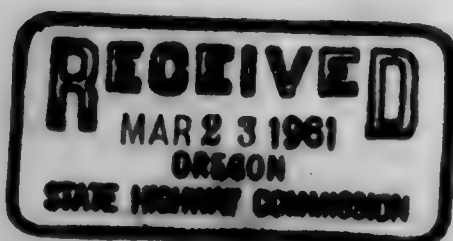
Sincerely,

HOWELL APPLING, JR.
Secretary of State
By *Geo. Stephens*

Public Records Section

OS:PK
Enc.

Cer,
please reply
7/2



PORTLAND WIRE & IRON WORKS

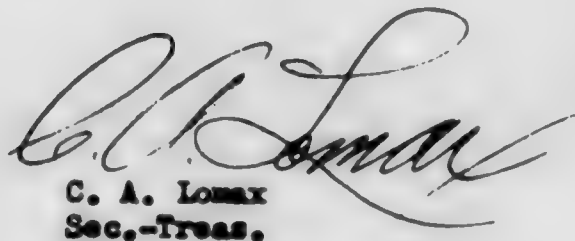
4844 S. E. 17TH AVENUE • PORTLAND 2, OREGON

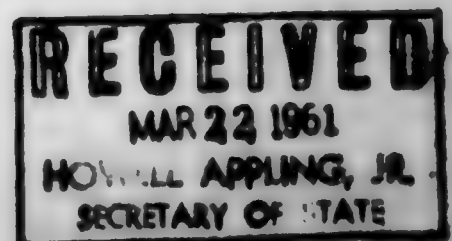
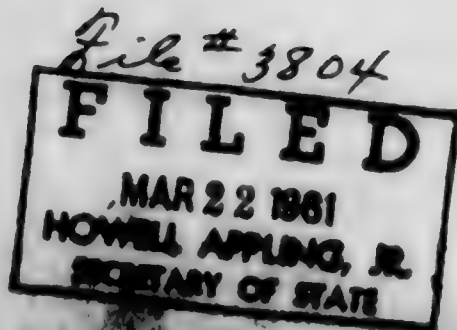
ESTABLISHED 1892

March 21, 1961

State of Oregon
Salem, Oregon

Notice is hereby given that the undersigned
Portland Wire and Iron Works, Portland, Oregon,
has a claim for fabricated steel and miscellaneous
supplies in the sum of \$5,905.31 against the bond
taken from S&D Construction Company, Portland,
Oregon; bonded by Home Insurance Company and
United Pacific Insurance Company for the work of
bridge construction.


C. A. Lomax
Sec.-Treas.



PORTLAND WIRE & IRON WORKS

4844 S. E. 17TH AVENUE • PORTLAND 2, OREGON

ESTABLISHED 1892

March 20, 1961

Secretary of State
State of Oregon
Salem, Oregon

Re: S & D Construction Co.
Portland, Oregon

Gentlemen:

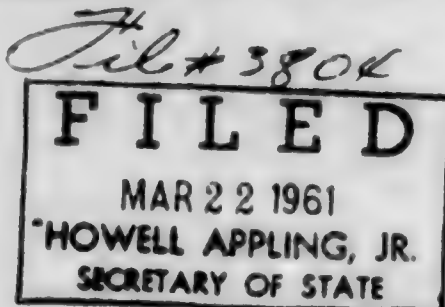
We are enclosing herewith, a signed statement that our firm has not been paid for materials furnished to S & D Construction Company, Portland, Oregon, for use on:

Jackson Co. Rogue River & Paul Rynning Bridge	\$ 681.00	Jackson Co. Contract
Willamette River Bridge and Overflow Structures- Bridge #8638, Lane County	714.60	# 5754
Deadman's Pass-Meacham Section Overcrossing of U.P. Railroad Bridge #8498, Umatilla County	1,884.00	# 5703
Grande Ronde River Bridge & Glover-Perry Section Old Oregon Trail, west of LaGrande-Bridge #8425	1,705.06	# 5536
Evans Creek Bridge, Rogue River-Bridge #8375	920.65	# 5590
Total	\$5,905.31	

We are serving this notice in accordance with Chapter 44, entitled "Public Contracts and Employment Thereunder, ARTICLE 1, CONTRACTS BONDS; BIDS AND BIDDING".

Most of these jobs as indicated above, date back into last summer and fall and we have been in contact with the above firm on numerous occasions but to date have been unsuccessful in securing our money. We are sending copies of this letter to the bonding companies involved so that we may be protected in any event should this contractor fail to meet his obligations.

We trust that the proper State Department will protect our interests prior to the relinquishment of any retainages which may be held by the State on these various jobs.



Yours very truly,

PORTLAND WIRE & IRON WORKS

Ivan Horne

Ivan Horne
Credit Manager



TH/rs
cc: S&D Construction, Home Insurance Co.
United Pacific Insurance Co.

RECEIVED
MAR 23 1961
FOR FILING

Noted on
Card
D.C.

I-5-1(18)50
5590

March 23, 1961

Rogue Automotive & Equipment Service
P. O. Box 131
Rogue River, Oregon

Attention: Mr. C. G. Purinton

Gentlemen:

This is to acknowledge your letter of March 20, stating that S & D Construction Co. owes you \$224.38 for services and material used on the Evans Creek SPRR Overcrossing project. This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

This project was approximately 95% complete as of March 10. The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

If you wish to protect your claim under the bond it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

ROGUE AUTOMOTIVE & EQUIPMENT SERVICE

DIESEL
ENGINE OVERHAUL
PUMP INJECTOR
SERVICE

Complete GAS & DIESEL
REPAIR

JU. 2-3810 P.O.Box 131
ROGUE RIVER, OREGON

WELDING
GAS & ARC
STEAM CLEANING
CYLINDER BORING

MARCH 20th, 1961

MR FLOYD Mc QUIRY
HI-WAY BUILDING
SALEM, OREGON.

#5590

DEAR SIR:

RE: S & D CONSTRUCTION CO

I HAVE A BILL FOR THE MONTH OF OCTOBER 1961, IN THE AMOUNT OF \$224.38 FOR SERVICES AND MATERIAL USED ON THE EVANS CREEK SPRR O-CROSSING #8375, ROGUE RIVER, OREGON.

I HAVE SENT S & D MANY STATEMENTS TO THEIR PORTLAND ADDRESS AND UP TO THIS TIME I HAVE RECIEVED NO CHECK FOR THE ABOVE AMOUNT OR NO WORD OF ANY KIND FROM THEM. THE WORK PERFORMED WAS JUSTIFIED AND ORDERED BY MR DON COSTON, THEIR PROJECT SUPT. I HAVE ITEMIZED BILLS AND THE DATES OF EACH AND EVERY DAY THIS AMOUNT WAS DONE.

WOULD YOU PLEASE ADVISE ME AS TO HOW THIS BILL CAN BE COLLECTED. ✓

VERY TRULY YOURS
C.G. PURINTON

ROGUE AUTOMCTIVE & EQUIPMENT SERVICE
P. O. BOX 131 PH: JU 2-3810
ROGUE RIVER, OREGON



RECEIVED
MAR 23 1961

FOR FILING

I-5-1(18) 50
5590

Noted on card
D.C.

March 23, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated March 20 has been received from Rogue Automotive & Equipment Service, P. O. Box 131, Rogue River, advising that S & D Construction Co. owe them \$224.38 for services and material used on the Evans Creek railroad overcrossing project.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing of the Evans Creek Section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
MAR 23 1961

FOR FILING

I-5-1(18) 50
5590

March 21, 1961

R & M Hardware
P. O. Box 359
Rogue River, Oregon

Attention: M. E. Hagemann

Dear Mr. Hagemann:

This is to acknowledge your letter of March 16 stating that S & D Construction Company owe you \$94.21 for merchandise purchased at the time they were working on the Evans Creek Bridge project. From the description in your letter this appears to be the S & D Construction Company Contract No. 5590, RR Overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

Our Bridge Division has informed us that this project was 95% complete as of March 10.

The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims but looks to the prime contractor and surety for such payment.

If you wish to protect your claim under the bond the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure. In the interim this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Att:

CWH:rj

NOTED ON CARD

te

March 21, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated March 16 has been received from R & B Hardware, Rogue River, Oregon, advising that S & D Construction Company owe them \$94.21 for merchandise purchased while they were working on the Evans Creek Bridge Project.

This appears to be in connection with the S & D Construction Company Contract 3690, for Overcrossing on the Evans Creek section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc. Beth Leavins Insurance, 500 Jackson Tower, Portland, Oregon
S & D Construction Company, 490 S. S. Broadway, Portland, Oregon
Commission -- Mr. Silver
Mr. Jackson
L. C. Williams
Forrest Cooper

CWH:rj

NOTED ON CARD

dc

Rogue River, Ore.
Mar. 16, 1961.

Oregon State
Highway Commission
Salem, Ore.

Dear Sir:

We have been advised by Mr. Roy Norton, State Engineer,
to contact you in regard to non payment of bills by
S & D Construction Co.

Merchandise was purchased by them at the time they
were working on Bridge #8375 Evans Creek, South Pacific
Highway.

Bills past due are:

December	\$49.65
January	\$30.39
February	\$14.17
Total	<u>94.21</u>

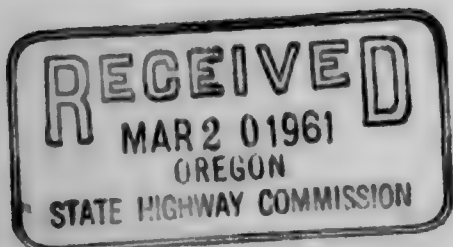
We will greatly appreciate your cooperation in helping
us to collect the amount due.

Sincerely yours,

M. E. Hagemann

M. E. Hagemann
R & M Hardware
Rogue River, Ore

P.O. Box 359



5590
Approx. 95%
Complete, 3/10/61
Bill Garrett

RECEIVED
MAR 17 1961

FOR FILING

I-5-1(18) 50
55 10

March 14, 1961

Redimix Concrete Company
890 East Park Street
Grants Pass, Oregon

Gentlemen:

This is to acknowledge your letter of March 9 stating that S & D Construction Company owe you an amount in excess of \$8,000 for material, equipment rental, and storage in the performance of their State Highway Contract 5590.

Our records indicate this to be the S & D Construction Company Contract 5590 for the Railroad Overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County. Our Bridge Division informs us that this contract is approximately 95% complete as of March 10, 1961.

The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. If you wish to protect your claim under the bond the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure. In the meantime this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Att:

CWH:rj

NOTED ON CARD

lc

March 14, 1961

Hose Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter has been received from Redline Concrete Company, 690 East Park Street, Grants Pass, advising that S & D Construction Company owe them an amount in excess of \$8,000 for material, equipment rental, and storage in the performance of State Highway Contract 5590.

This appears to be in connection with the S & D Construction Company Contract 5590 for the railroad overcrossing on the Avon Creek section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: Seth Levens Insurance, Portland
S & D Construction Company, Portland

Commission — Mr. Mc Iver
Mr. Jackson

A. C. Phillips
Forrest Cooper

CWH:rj

NOTED ON CARL

dc

READY MIXED CONCRETE
CONCRETE BLOCKS

PRECAST CONCRETE SEPTIC TANKS
DRAIN TILE

REDIMIX CONCRETE CO.

890 EAST PARK ST. - PHONE GR ~~6-7706~~ 6-7707
GRANTS PASS, OREGON

March 9, 1961.

Mr. Floyd Query, Sec.,
Oregon State Hwy. Dep't.,
State Highway Bldg.,
Salem, Oregon.

NOTED
FLOYD QUERY

Dear Sir:

This is in regard to S & D Construction Company, contractors
for Bridge #8375, contract #5590, the Evans Creek Railroad
Overcrossing structure on the Pacific Highway in Jackson
County, Oregon.

In connection with this project we furnished material, (ready-
mixed concrete) and rented some equipment and tools, and fur-
nished location for storage of timbers.

We wish to state that there is a balance due us in excess of
\$8000.00 from S & D Construction Company.

Any advice or comment you may have to offer us will be apprec-
iated.

Very truly yours,

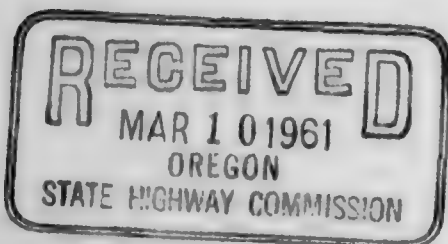
REDIMIX CONCRETE COMPANY,

By H. J. Shaw
Owner

*Acc.
please reply*

JE

*cc of Mar 10, 1961 HFT 104-2511
complete*



RECEIVED
MAR 15 1961

FOR FILING

I-5-1 (18) 57
5590

March 14, 1961

S & D Construction Co.
4930 S. E. Hedgway
Portland 6, Oregon

Gentlemen:

I am attaching hereto copies of two letters just received from Messrs. Henry Corbin and Earl L. Miller concerning damage which they allege has been caused by the S & D Construction Company on the Evans Creek Overcrossing.

Our contract with you for this project makes you responsible for any damage which you may cause to private property, and we must insist that you immediately take such action as is necessary to repair any damage which has occurred. We must also insist that this be taken care of immediately, as conditions such as these seriously impair our relationship with the general public.

I am giving copies of both letters to our Division and Resident Engineers and requesting them to immediately see that the matter is properly handled.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxon
Assistant State Highway Engineer

Attach.

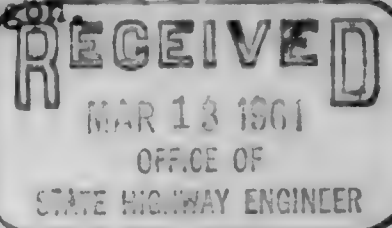
cc to: Mr. W. C. Williams
Mr. Ivan D. Marchant
Mr. F. D. Morgan
Mr. Roy Norton

REFERRED TO

State Highway Engineer

Mr. W. C. Williams,
Chief State Highway Engineer,
Salem, Oregon.

4557 Riverbanks Rd.,
Grants Pass, Oregon
March 11 1961.



Dear Mr. Williams:

For over a year now the S & D Construction Co. has shut me off from access to my river property which is located just below the overpass bridge located just west of the town of Rogue River where it crosses over the Southern Pacific rail road tracks.

Not only have they blocked off my access but they have trespassed and used my property indiscriminately and without permission during all of this time.

They bulldozed a large pile of dirt over beyond the fence line where it remained all last year and made it impossible to put up a fence so I could pasture the ground to keep the place from growing up to weeds and brush.

They made it impossible for me to irrigate the ground although I have a water right from the runoff water coming from the farm lands above.

They have destroyed the iron pipe survey stakes which my neighbor, Earl Miller, and I had on the fence line between his property and mine, placed there by "Cap" White, Josephine County surveyor and around which Mr. Miller had placed concrete blocks so that they would always be easily located.

They placed a gasoline pumping plant and pump line across my property to the river for use while they were pouring concrete for bridge construction. This without even asking for permission. I was very lenient and patient with them as they were short of room for their construction work. However it soon became evident that they were ruthlessly disregarding my property rights and my desire for access to the property.

After considerable requests on my part for the removal of the pile of dirt and a replacement of the wooden bridge, (which they broke down and buried) and making an access road for me to use, we got together, Mr. Don Coston, job foreman, and me at my attorney's office and agreed as to what would be done and when and to the satisfaction of both parties. A copy of the agreement is herewith enclosed.

As you can see, the S & D Co. should have had the bridge and access road all completed and relinquished all use of my property by the 14th day of December. It is now the middle of March and I still do not have access to my property and the S & D Co have removed all of their equipment and seem to consider the matter closed as far as they are concerned.

When the highway grading contractor finished their work a year ago they made us a nice railroad crossing and nicely graded access roads with graveled top for Mr. Miller and me as well for the other resident, Mr. Lowe, to use. Now the railroad crossing is much too narrow for safety and the access road is clay mud. Mr. Ace Sole, now acting foreman on the project, refuses to even discuss the matter with me and chooses to just ignore me.

I do not want to file a lawsuit against the contractor if I can help it but I do want to have access to my property to re-establish fences, irrigation facilities and re-seeding of the pasture.

Can you suggest what is the best way out of our dilemma?

Yours Henry Corbin

Mar. 9, 1960

Mr. W.C. Williams
State Highway Engineer
Salem, Oregon

REFERRED TO
Cooper
State Highway Engineer

Dear Sir:

May 20, 1959 you mailed to me a sketch map of daul-type road at Station 489 of the Josephine County line, Evans Creek Section, of the Pacific Highway where the Overpass crosses the Southern Pacific Railway with instructions to the Resident Engineer, Mr. Chapman, to perform the necessary construction as shown on this sketch. He carried out your instructions to the n'th. degree to our complete satisfaction and appreciation.

Now S. & D Construction moved in and things are changed. The metal survey stakes set in concrete have been bulldozed out, fences establishing property lines on Southern Pacific right-of-way are pulled up and burned. Part of the fill and gravel have been removed on my side on my property. The approach from Rogue River has the fill between the tracks cut short to 15 ft. and should be 25 ft. We now have to make this crossing at an angle from east to west. Please refer to your copy of the sketch.

On Nov. 4, 1960 I mailed two statements concerning this damage, one to Mr. Norton, State Highway Dept., Grants Pass, and one to S & D Construction Co., Rogue River. So far have received no results. All I am asking is that the survey monuments be replaced and the crossing be repaired as good as your first construction.

Sincerely thanking you for your past consideration and asking that you give this your immediate attention and advise.

Respectfully,

P.S. Please find enclosed copy of statements mailed to Mr. Norton & S. & D. Construction.

E.L.M.

Earl L. Miller
Earl L. Miller
5609 Foothill Blvd.,
Grants Pass, Ore.

RECEIVED
MAR 14 1961

FOR FILING

I-5-1(18)57
5590

March 14, 1961

Mr. Henry Corbin
4557 Riverbanks Road
Grants Pass, Oregon

Dear Mr. Corbin:

Reference is made to your letter of March 11 concerning damage to your property by the S & D Construction Company, contractor for the railroad overcrossing west of Rogue River. I am bringing this to the attention of the contractor and also advising our Division Engineer and asking that he investigate and require the contractor to conform with the contract, which makes him responsible for damage to private property.

I am very sorry that this trouble has arisen and assure you we will make every effort to have the matter corrected.

Very truly yours,

W. C. Williams
State Highway Engineer

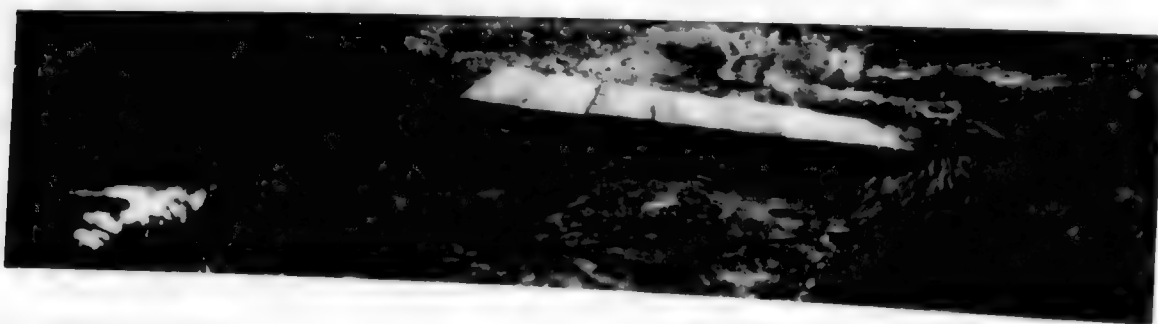
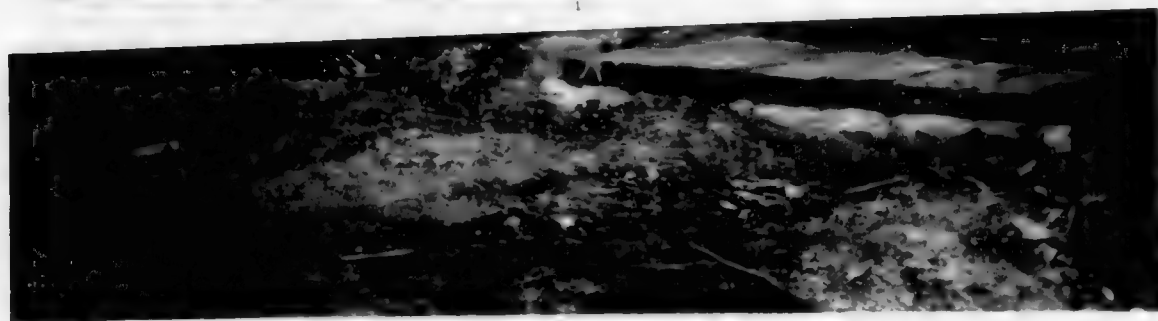
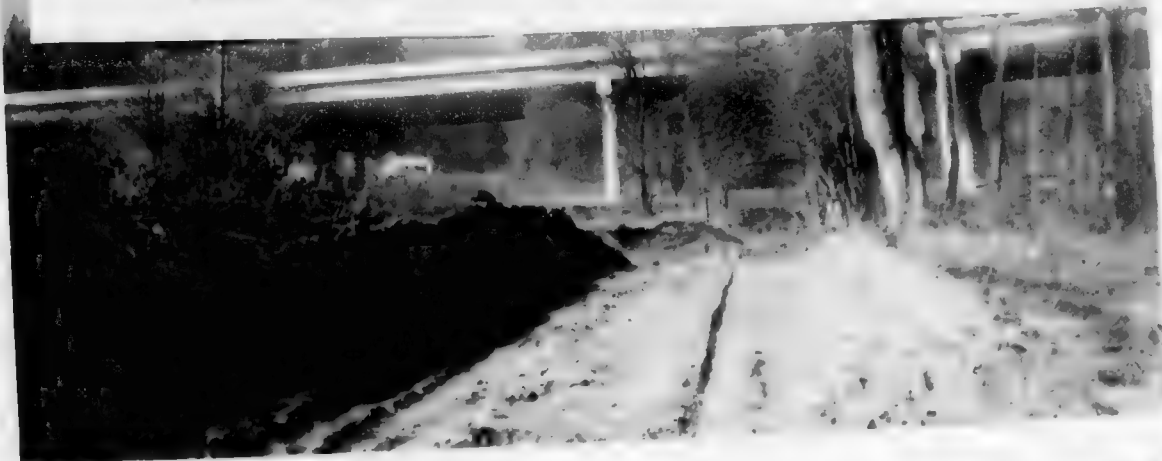
By

G. S. Russon
Assistant State Highway Engineer

GSR:ms

cc to: Mr. W. C. Williams
Mr. Ivan Merchant
Mr. F. D. Morgan
Mr. Roy Norton

This photo shows how the S & D Co., built
 dozed a cut right through my property
 from the river to the bridge without even
 asking permission and has been a half month
 after they agreed to be through with an
 access road and bridge all vacated by owner
 Photo taken Jan. 20th 1931.



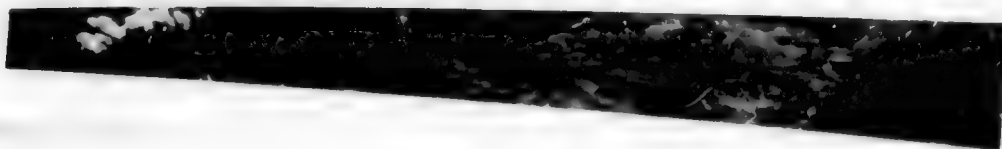
taken by
 son of
 his property

by S & D Construction

This photo shows how far over the right of way fence line the S & D Co. shoved a pile of dirt and messed up my pasture land. Arrows indicate Hiway fence line.



Photo # 1 Shows the bridge looking upstream of the creek, and the approach to the bridge or access road from the left. This was formerly a nice graded road and gravelled.



Pictures taken by
Henry Corbin of
damage to his property
by S & D Construction

Photo # 2 shows the bridge from the south side
with approach left in place.
Photos taken Feb. 14, 1961.



Photo # 3 shows the bridge on opposite side
from access road leading to the bridge from
county road.



pictures taken by
Henry Corbin of
damage to his property
by S & D Construction

Photo # 4 Shows the manner in which the access road is left, left, damaged and a view of the bridge in the distance.



Photo # 5 Shows the kind of mud left beyond the bridge where the access road should be leading to my property on the left. Rogue river in the distance.



Photo # 6 Shows the creek looking down stream towards the river and the access bridge located at the trees on the right. X shows a secondary ditch which the S & D Construction Co. made across my access road which carries the runoff water from the highway bridge and grade to the creek making it necessary to have a second bridge or culvert. This ditch could have been directed into the creek above the other access bridge and eliminated the mud and ditch across my access road to my property. It would have been shorter and more logical.



Photo # 7 Shows the ditch mentioned in No. 6 photo, (X X). As can be readily seen the ditch should have been lead into the regular creek to the right, (arrow). Car in distance is at the beginning of my access road to my property on the left.



Photos taken Feb. 14 1961.

Photo # 8 Shows the general area of the access road in relation to the re-located highway 99 and the overpass bridge over the S.P. tracks. The truck derrick was placing timbers for the access bridge in question.

Note water pipe line lying on the ground and leading to the river over my property to the right of the derrick. The S & D Co. was still using my property for access to the river on the above date.



RECEIVED
MAR 14 1961

E.C.D.

I-5-1(18)50
5590

March 14, 1961

Mr. Earl L. Miller
5609 Foothill Blvd.
Grants Pass, Oregon

Dear Mr. Miller:

Reference is made to your letter of March 9 in regard to damage done by the S & D Construction Company in connection with their work on the railroad overcrossing west of Rogue River. I am asking our Division Engineer to investigate and cause our contractor to comply with his contract, which makes him responsible for any damage done to private property during the prosecution of the work.

I am very sorry that this trouble has come about and assure you that we will take steps to see that the matter is corrected as soon as possible.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:as

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant
Mr. F. D. Morgan
Mr. Roy Norton

RECEIVED
FEB 13 1961

FOR FILING

I-5-1(18) 50
5590

February 10, 1961

Davidson, Duffy & Stout
1525 Yeon Building
Portland 4, Oregon

Attention: Mr. Walden Stout

Gentlemen:

I have your letter of February 9 concerning difficulties being encountered by S & D Construction Company on several of their State Highway contracts.

In your letter you mention the waiving of liquidated damages on account of delays in completion of the contracts. The only thing I can tell you in this regard is that the determination of the work day count is set out very clearly in the contracts, and if any modification is made it, of course, must be in accord with the terms of the contracts.

Concerning the handling of the existing contracts so that they may be completed as early as possible, it might be of some advantage if you or a representative of the S & D Construction Company would discuss the matter with Mr. Ivan Merchant, Bridge Engineer. I would suggest, however, that you take this matter up with him directly. I think he would be best qualified to discuss matters pertaining to the satisfactory completion of these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: G. S. Paxson
Ivan Merchant

CARL E. DAVIDSON
CHARLES P. DUFFY
WALDEN STOUT

DONALD J. GEORGESON

LAW OFFICES OF
DAVIDSON, DUFFY & STOUT

1525 YEON BUILDING
PORTLAND 4, OREGON

February 9, 1961

Mr. Floyd Query
Secretary, Oregon State Highway Commission
State Highway Department
Salem, Oregon

Re: S & D Construction Company

Dear Mr. Query:

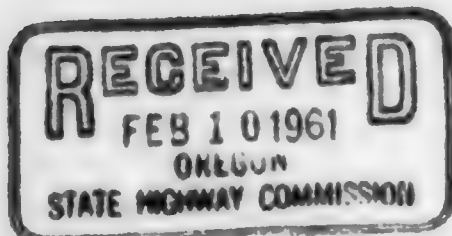
Thank you for your letter dated February 7 concerning the problems of S & D Construction Company.

Your analysis of the difficulties being encountered by this company seem to be well founded and quite consistent with the observations which I made in the latter part of my letter to you, dated February 1.

I shall be away from the office until February 21, but would certainly welcome the opportunity of meeting with you in order to review the various problems of this company. I would hope that under all of the circumstances you would give consideration to the waiving of liquidated damages incurred and to be incurred on account of delays in completion of one or more of the jobs, particularly if it can be shown that the interests of the state and the traveling public have not been jeopardized by the delay. We would also like the benefit of your views concerning the handling of all of the pending contracts with the State of Oregon, so that they may be completed at the earliest possible time and to the best interests of not only the construction company but the State of Oregon.

Very truly yours,

WS:t



RECEIVED
FEB 9 1961

FOR FILING

I-5-1(18) 50
5590

February 9, 1961

Manager
First National Bank
S. W. 6th and Morrison Branch
Portland, Oregon

Dear Sir:

As a follow-up to our phone conversation we have checked up on the contract payments to S & D Construction Company on the four contracts they have with the State Highway Commission.

The tabulation shown below I believe will provide the information that you requested. If it does not, please let us know.

	<u>5536</u>	<u>5590</u>	<u>5703</u>	<u>5754</u>
Monthly estimates due and payable	None	None	(1)	\$23,950
Retained %	\$21,105	\$24,820	\$13,166	\$19,924

(1) estimate for 11-5 to 12-5 for \$52,884 mailed to contractor 2-6-61.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

RECEIVED
FEB 7 1961

FOR FILING

I-5-1(18) 50
5590

February 7, 1961

Davidson, Duffy & Stout
1525 Yeon Building
Portland 4, Oregon

Attention: Mr. Walden Stout

Gentlemen:

This is in reply to your letter of February 1 concerning a disputed claim filed against S & D Construction Company by Farwest Steel Company for labor and materials furnished on State Highway Contract No. 5590.

Many claims are filed in our office against various contracts, and the filing of a claim does not itself affect the contractor's bonding capacity. No change has been made in the prequalification rating set up for S & D Construction Company because of the filing of this claim. The filing of a new prequalification statement is required by April 1, and the rating of the S & D Construction Company will be determined when the new statement is filed.

It appears that the difficulties encountered by S & D Construction Company stem primarily from overextending their contracting, and it will probably be necessary to carefully review future bids submitted by the Company until their existing contract obligations are taken care of.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

RECEIVED
FEB 6 1961

FOR FILING

LAWRENCE T. HARRIS (1873-1960)
EDWARD A. BUTLER
RONALD W. HUSK
VERNON D. GLEAVES
JACK A. GARDNER
ROBERT H. FRASER

BUTLER, HUSK & GLEAVES

LAW OFFICES
EUGENE LEGAL CENTER
P. O. Box 1147
EUGENE, OREGON

TELEPHONE
OI. 5-8407

February 3, 1961

C Davidson, Duffy & Stout
Attorneys at Law
1525 Yeon Building
Portland 4, Oregon

Attention: Mr. Walden Stout

Gentlemen:

O This refers to your letter of February 1, 1961, addressed to Farwest Steel Co. and relating to the Notice of Claim filed by Farwest Steel Co. against the bond furnished by S & D Construction Co., as Principal, and Home Indemnity Company, as Surety. This notice was prepared by this office upon instructions from Farwest Steel Co. and Mr. Fischer has on several occasions inquired as to whether or not payment has been received and, if not, what measures could be taken to enforce payment.

P According to the information furnished to us, we do not agree that the Notice of Claim was filed prematurely and until Mr. Fischer returns to Eugene, we have no authority to withdraw the Notice of Claim.

Y In Mr. Fischer's absence we have discussed the matters mentioned in your letter to Farwest Steel Co. and your letter to the Oregon State Highway Commission and it appears that the claims made on behalf of your client against Farwest Steel Co. are without merit.

Yours very truly,

Vernon D. Gleaves
VERNON D. GLEAVES

VDG/jc

cc: Mr. Floyd Query
Secretary, Oregon State Highway Commission

RECEIVED
FEB - 6 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

CARL E. DAVIDSON
CHARLES P. DUFFY
WALDEN STOUT

DONALD J. GEORGESON

LAW OFFICES OF
DAVIDSON, DUFFY & STOUT
1525 YEON BUILDING
PORTLAND 4, OREGON

February 1, 1961

Mr. Floyd Query
Secretary, Oregon State
Highway Commission
State Highway Department
Salem, Oregon

Dear Sir:

I am the attorney for S & D Construction Co. and am writing to you on behalf of this company in connection with a claim filed in the office of the Secretary of State in the amount of \$49,310.86 by Farwest Steel Co. for labor and materials furnished to my client in connection with State Highway Contract No. 5590. Your office gave notice of this claim to Home Indemnity Company, the surety on the contractor's performance bond, by letter dated January 5, 1961.

As your records will show, S & D Construction Co. has performed a respectable number of bridge contracts for the State of Oregon and has never been in default under any of said contracts. Several of the contracts are pending at the present time and are in various stages of completion. It is believed that, prior to the filing of the present claim, S & D Construction Co. has never had a claim filed against it on account of any pending state job.

The claim of Farwest Steel Co. has not been paid for the reason that the amount thereof is subject to serious question and dispute. There was a delay of not less than 60 days in the installation of steel work by Farwest Steel Co. under its subcontract with S & D Construction Co. This delay has seriously handicapped the completion of the job and has resulted in substantial extra cost. The defective workmanship in the performance of the subcontract of Farwest Steel Co. required S & D to make certain revisions in the work, which not only resulted in out-of-pocket expense in connection with the necessary revisions, but also occasioned delay to the further damage of the construction company.

The claim is disputed for several additional reasons. It includes a substantial amount of extra charges for overtime which was incurred without the approval of the construction company and which would not have been

-2- Floyd Query - February 1, 1961

necessary had the steel been furnished and installed at the required times. The claim is excessive for the further reason that it fails to take into account the 7½% retention. We would also point out that the filing of such claim is premature in view of the fact that the work done under the prime contract has not as yet been finally inspected and accepted.

Accordingly, we ask that your office defer any action with respect to this claim and that the filing of such a claim be not construed in any way as a default under the contract or as adversely affecting the construction company's financial stability or bonding capacity. I am writing to Farwest Steel Co. today and hope that the matter of its claim may be settled expeditiously and on a reasonable basis. S & D Construction Co. is ready, willing and able to pay the amount properly due the steel contractor without any intervention or assistance by the bonding company.

The bridge in question has been substantially completed, and it is hoped that arrangements may be made by the construction company and your office to have the work finally inspected within the next few days. Mr. Sowles, the managing partner of the company, will communicate with you promptly toward this end.

S & D Construction Co. is a relatively small and young construction company, but it has had remarkable growth during the past several years. In fact, its growth may have been too rapid and it may have successfully bid more jobs than the principals of the company could properly handle and supervise. What problems the company has encountered have resulted primarily from the fact that Mr. Sowles appears to be the only person connected with the company who has executive and supervisory ability, and he has found it physically impossible to give his personal attention to all of the pending jobs located in various parts of the state. I have suggested that he take prompt steps to obtain additional managerial help.

It is sincerely hoped that the premature filing of the claim by Farwest Steel Co. will have no detrimental effect upon the job in question, nor upon any other relations which S & D Construction Co. has with your department.

In the event you should have any further questions relating to this matter, please do not hesitate to communicate with me.

Very truly yours,

WS:t

cc Home Indemnity Company
cc Seth Leavens Insurance
cc S & D Construction Co.

Walden Stovall

RECEIVED
FEB 3 1961

FOR FILING

I-5-1(1)
5592

February 2, 1961

J. W. Copeland Yards
119-135 S. E. Main Street
Portland 14, Oregon

Attention: Mr. D. E. Graham

Gentlemen:

This is to acknowledge your letter of January 31 informing us that you still have an unpaid balance of approximately \$26,051.83 due from S & D Construction Co. in connection with the Evans Creek overcrossing project in Jackson County. Our records indicate this to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for the railroad overcrossing on the Evans Creek Section of the Pacific Highway.

Our Bridge Division informs us that this project is approximately 93% complete as of January 27. The balance remaining to be paid for retainage on this project is \$24,820.12.

Our records show that on December 9, 1960, we gave you a description of this project, the names of the surety and the agent, along with the excerpts from Oregon Laws outlining the procedure for the filing of claims.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp



General Offices
119-135 S. E. MAIN STREET
PORTLAND 14, OREGON
January 31, 1961

State of Oregon
State Highway Department
Salem, Oregon

ATTENTION: Mr. Floyd Query
Secretary

Gentlemen:

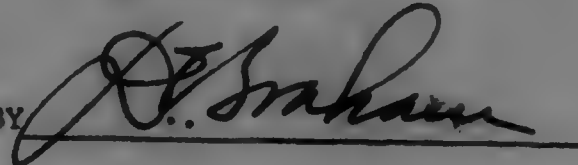
We have an unpaid balance owed to us by S & D Construction Company on the job known as Evans Creek Over crossing of Southern Pacific Railroad, Josephine County line, Evens Creek Section, Pacific Highway, Jackson County, Bridge #8375, Contract #5590, of approximately \$26,051.83.

Will you please advise the balance remaining unpaid of the above described contract.

Has this job been accepted by the State of Oregon? If so will you please advise date of acceptance.

Yours very truly,

J. W. COPELAND YARDS

BY 

DEG:nan

cc. Parkrose Branch
Grants Pass Branch

Cc, please reply

76

NOTED
C. W. HEAD



*2-2-61 = Bill Garrett, Br. Div.
Approx = 93% complete as of 1/2/61
Retainage = \$24,820.12*

RECEIVED
JAN 31 1961

FOR FILING

5590

January 30, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

A letter dated January 25 has been received from Cal-Ore Machinery Co., 1105 Court Street, Medford, advising that S & D Construction Co. owe them \$165.49 for parts. This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Seth Leavens Insurance
500 Jackson Tower
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARL

de

RECEIVED
JAN 31 1961

FOR FILING

5590

January 30, 1961

Cal-Ore Machinery Co.
1103 Court Street
Medford, Oregon

Attention: Mr. D. S. Chirgwin
Accountant

Gentlemen:

This is to acknowledge your letter of January 25 stating that S & D Construction Co. owe you \$165.49 for parts relative to their Evans Creek Bridge job at Rogue River. Our records indicate this to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing of the Evans Creek Section of the Pacific Highway in Jackson County.

This project is approximately 95 percent complete. The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the project and payment of all bills incurred in it.

If you wish to protect your claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

Enc.
CWH:fp



Cal-Ore MACHINERY CO.



CONSTRUCTION, LOGGING AND INDUSTRIAL EQUIPMENT

NORTHERN DIVISION
8601 N. E. COLUMBIA BOULEVARD
PORTLAND 18, OREGON
PHONE ATLANTIC 8-8601

SOUTHERN DIVISION
1105 COURT STREET
MEDFORD, OREGON
PHONE SPRING 3-4807

January 25, 1961

PLEASE REPLY TO V
1105 COURT STREET
MEDFORD, OREGON

Mr. Don McQuerey
State Highway Commission
Salem, Oregon

Dear Mr. McQuerey:

We have been advised to notify you of the claim we have against the S & D Construction Co., 4930 S.E. Reedway, Portland, Oregon, relative to their Evans Creek Bridge Job at Rogue River, Oregon.

We furnished repair parts for a Tulsa winch mounted on an International Boom Truck in the amount of \$165.49. Our charge was dated October 19, 1960. We have had no payment on this account, nor have we had any response to our letters.

We will appreciate your advising us if it is necessary for us to file a claim with the State, or if there is anything else we can do to hasten payment of this account.

Your help will be very much appreciated.

Very truly yours,

CAL-ORE MACHINERY CO.

D.S. Chirgwin
D.S. Chirgwin, Accountant

DSC:kt

cc: S & D Construction Co.



#5590
approx-95% complete
(Bill Garrett)
SEE Cal-Ore FIRST
SALES • SERVICE • RENTALS

NOTED
C. W. HEAD

RECEIVED
JAN - 6 1961

FOR FILING

1-6-1 (14) 11
5590

January 5, 1961

Home Indemnity Company
American Bank Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$49,310.86 which has been filed with the Secretary of State by Butler, Husk & Gleaves, Attorneys, on behalf of Farwest Steel Co. for labor and materials furnished to S & D Construction Co.

This appears to be in connection with State Highway Contract No. 5590 with S & D Construction Co. for railroad overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Seth Leavens Insurance
Jackson Tower, Room 500
Portland, Oregon

S & D Construction Co.
4930 S. E. Reedway
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

dc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

December 19, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Harris, Butler, Husk & Gleaves, Attorneys, Eugene Legal Center, P. O. Box 1147, Eugene, Oregon, and filed as of this date, a notice of claim by Farwest Steel Co., for labor and materials, consisting of fabricated reinforcing steel and the installation and placing thereof, furnished and performed by it in the sum of \$49,310.86, against the bond taken from S & D Construction Co., as principal, and Home Indemnity Company, as surety, for the work of constructing the railroad over crossing of the Evans Creek Section of the Pacific Highway in Jackson County, Oregon, under State Highway Contract No. 5590.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Robert Stephens
Public Records Section

GS:J
Encls.



cc, please reply

NOTED
FLOYD QUERY

P. O. BOX 632

PHONE DI 3-7781

FARWEST STEEL CO.

EUGENE, OREGON

TO: Secretary of State
State of Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Farwest Steel Co., an Oregon corporation, of Post Office Box 632, Eugene, Oregon, has a claim for labor and materials, consisting of fabricated reinforcing steel and the installation and placing thereof, furnished and performed by it in the sum of \$49,310.86, against the bond taken from S & D Construction Co., as principal, and Home Indemnity Company, as surety, for the work of constructing the railroad over crossing of the Evans Creek Section of the Pacific Highway in Jackson County, Oregon, under State Highway Contract No. 5590.

DATED this 12th day of December, 1960.

FARWEST STEEL CO.,
a corporation

File # 3743
FILED

DEC 19 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

By

Del Fischer

Its President



ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL.
PRICES SUBJECT TO CHANGE WITHOUT NOTICE UNLESS OTHERWISE NOTED.

RECEIVED
DEC 20 1960

FOR FILING

1-4 1(18) 50
5390

December 19, 1960

The Home Indemnity Company
621 S. W. Morrison Street
Portland 5, Oregon

Attention: Charles A. Kerr
Supervising Adjuster

Dear Mr. Kerr:

This is in reply to your letter of December 16 concerning your bond number N-323505, on Contract 5390, awarded to S & D Construction Co. This contract has not yet been completed. We will, in our ordinary procedure, advise you 10 days in advance of semi-final payment, payment reducing the retained percentages or final payment.

Our files indicate that the contract is approximately 96 percent completed. If you wish us to take any action concerning payments on this contract other than indicated above, please let us know.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQimb

THE HOME INDEMNITY COMPANY

KENNETH E. BLACK, PRESIDENT



WARREN R. JOHNSON
Manager

621 S. W. MORRISON STREET
PORTLAND 5, OREGON
16 December 1960

State of Oregon
State Highway Department
Salem, Oregon

RE: Bond # : N-323505
Principle: S. & D. Construction Co.
Obligee : Oregon State Highway Department

Attention: Floyd Query

Gentlemen:

This is to acknowledge your letter of December 9, 1960 putting us on notice that J. W. Copeland Yards, 119 S. E. Main, Portland 14, Oregon, has put you on notice that the principle owes them approximately \$32,298 for materials furnished under contract number 5590.

I have been advised that there is still some \$85,000 which is being withheld on this job until such time as the work has been completed. Will you kindly advise me when the work has been completed and before this money is released so we can make sure that all these bills are paid.

Very truly yours,

Charles A. Kerr

Charles A. Kerr,
Supervising Adjuster

CAK/kp



*est. compl.
1-15-61
est. 96% compl.*

RECEIVED
DEC 16 1960

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORDFLOYD QUERY, SECRETARY
SALEMSTATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 15, 1960

S & D Construction Company
4930 S. E. Roadway
Portland, Oregon

Gentlemen:

Re: Evans Creek Railroad Overcrossing
Structure
Bridge No. 8375

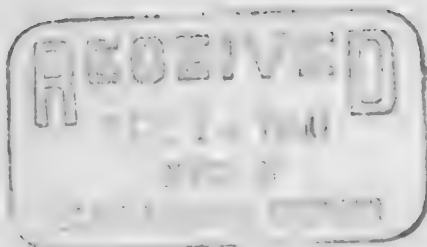
Reports from our Resident Engineer, Mr. Roy Norton, show that as of December 9, 1960, 177 out of 180 workdays have been used on the above project. Assuming a continuation of your present rate of progress, clean up, and finishing work, will not be completed for at least another three weeks.

I strongly urge you to make every effort to speed up this work as it is very evident that you will soon be working under penalty.

Very truly yours,

Ivan D. Marchant
Bridge Engineer

LRA/m

cc: Mr. F. D. Morgan
Mr. R. W. Norton
Mr. E. G. Ricketts
Mr. G. S. Paxson ✓FOR YOUR INFORMATION
Not needed for Bridge
Dept. Files

4
RECEIVED
DEC 12 1960

FOR FILING

1-5-1(14) 50
5590

December 9, 1960

Home Indemnity Company
American Bank Building
Portland, Oregon

Gentlemen:

A letter has been received from J. W. Copeland Yards, 119 S. E. Main Street, Portland 14, advising that S & D Construction Company owes them approximately \$32,298 for materials furnished on Contract No. 5590. This appears to be in connection with the S & D Construction Company, contract for the Railroad Overcrossing on the Evans Creek Section project on the Pacific Highway in Jackson County.

We provide this information as your company appears as surety on the Performance Bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:mb

cc: Seth Leavens Insurance Co.
S & D Construction Company
Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

de

December 9, 1960

J. M. Copeland Yards
119-135 S. E. Main Street
Portland 14, Oregon

Attention: A. C. Henry

Dear Mr. Henry:

This is to acknowledge your letter of December 7, 1960 stating that S & D Construction Company owe you approximately \$32,298 for materials furnished on Contract No. 5590, Railroad Overcrossing on the Evans Creek Section of the Pacific Highway in Jackson County. Our Bridge Division informs us that this project is still uncompleted, and there is a retainage of \$24,820.12.

The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the Performance Bond, which bond is given to assure completion of the contract and payment of all bills incurred in it. If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the Highway Commission.

Attached are excerpts from the Oregon laws outlining the filing procedure. In the mean time this information will be noted in our records, and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

NOTED ON CARD

AC

CWH:mb
Encl.



General Offices
119-135 S. E. MAIN STREET
PORTLAND 14, OREGON
December 7, 1960

Oregon State Highway Commission
State Highway Department
Salem, Oregon

ATTENTION: Mr. Floyd Query

Gentlemen:

We have an unpaid balance due us from S & D Construction Company on their job known as Contract No. 5590, Railroad Overcrossing, Evans Creek Section, Pacific Highway, Jackson County, of approximately \$32,298.

As of July 13th, 1960, you advised me that there was balance remaining on their contract unpaid of \$164,594.52. Would you please advise me what the unpaid balance of their contract is at the present time and whether or not the job has been accepted by the Highway Department. If the job has been accepted as finished, would you please advise me the date of that acceptance.

Very truly yours,

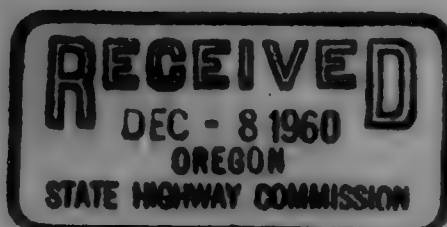
J. W. COPELAND YARDS

BY *Carl Henry*

ACH:NAN
cc. Parkrose Yard

See, please reply

76



*As of Nov. 11th
Pd. to date 448,781.92
Retainage 24,820.12
Est. date of compl. 12/10/60
Will probably take longer
(Age Mohr)*

RECEIVED
NOV 18 1960

FOR FILING

1-4 (14) 15
5590

November 18, 1960

Farwest Steel Company
P. O. Box 632
Eugene, Oregon

Attention: Mr. Burke

Gentlemen:

This will confirm our telephone conversation of November 17 concerning the status of State Highway Contract No. 5590 with S & D Construction Co. for the railroad overcrossing of the Evans Creek Section of the Pacific Highway in Jackson County.

Our Bridge Division informs us that the anticipated completion date of this project is December 10, 1960. The Home Indemnity Company, through Seth Leavens Insurance, 500 Jackson Tower, Portland, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

RECEIVED
MAR 14 1961

FOR FILING

I-5-1(18) 50
5590

Oct. 4, 1960
Rogue River, Oregon

S & D Construction Co.
Rogue River, Oregon

Gentlemen:

Concerning my private crossing over the Southern Pacific Railroad at M.P. 465-60 where the State Highway new overpass is under construction, considerable damage has been done by your organization. First - on the County Road-side the drain tile is plugged, both inlet & outlet, shoulders are broken down at both ends and will have to be rebuilt. Second - the mail box post is out of alignment and two mail boxes will have to be replaced. Third - the crossing will have to be rebuilt, graveled and resurfaced on both sides and between the rails. On the south side it must be made fairly flat on the approach to the railroad with a banked turn. All debris must be removed before filling or grading.

Proper drainage between my road and the Railroad along existing ditch must be taken care of. Your building is on my property line, said building being your work-shop, must be removed and corner survey monument which you have damaged and displaced, must be replaced - and by a licensed surveyor.

Please give the above your immediate attention.

Thanking you kindly, I am

Respectfully yours,

Earl L. Miller
Earl L. Miller
5609 Foothill Blvd.,
Grants Pass, Oregon

NOTED
G. S. PAXSON

LAW OFFICES
STANLEY C. JONES, JR.
JOEL B. REEDER
207 FLUHRER BUILDING
POST OFFICE BOX 567
KEESPORT, OREGON

September 14, 1960

Mr. Henry Corbin
4557 Riverbanks Road
Grants Pass, Oregon

S & D Construction Co.
General Delivery
Rogue River, Oregon

Attention: Don Coston

Re: Use, occupancy and damage to Henry G. Corbin
Property-Settlement Agreement

Gentlemen:

This letter will confirm the agreement reached between S & D Construction Co. acting by and through Don Coston and Henry G. Corbin, as of September 14, 1960.

S & D Construction Co. agrees as follows:

1. Within 90 days from date of this letter they will replace to the satisfaction of Henry G. Corbin the damaged bridge with a new bridge at the former location or at such location mutually agreed upon between the parties with the approval of the Oregon State Highway Commission.
2. Within 90 days will build and construct an access road into the Corbin property being presently occupied by S & D Construction Co. to the satisfaction of Henry G. Corbin, either at its former location or at such location as may be mutually agreed upon between the parties with the approval of the Oregon State Highway Commission.
3. To pay to Henry G. Corbin the sum of \$425.00 for damage to the Corbin property and rental for its use.
4. Within 90 days from the date of this letter will remove all earth and dirt piled on the Corbin property by S & D Construction Co.

Henry G. Corbin agrees:

1. To allow S & D Construction Co. to use and occupy his pasture land between the county road and Rogue River for an

Mr. Henry Corbin and S & D Construction Co.

Re: Settlement Agreement

additional period of 90 days from the date of this letter.

2. Upon compliance with the agreements of the S & D Construction Company, and to fully release them then from any and all claims for damage to the Corbin property and rentals for the use and occupancy of the same.

3. The S & D Construction Company will be allowed to continue to use for a period up to 90 days the water pipe and pumping plant presently operated across the Corbin property.

The parties mutually agree that they will work together to their mutual interest in concluding the bridge project and maintaining as near as possible the pasture land owned by Henry G. Corbin.

According to my recollection that is the agreement reached by the parties and if this is agreeable it is requested that you get together and sign each others copies agreeing to be bound thereby. I am sending each of you two copies of this letter. If either of you disagree with the contents I suggest that you return one copy to the undersigned with changes requested marked thereon.

Very truly yours,

JONES AND REEDER

By: Stanley C. Jones, Jr.

SCJ:ef

S & D Construction Company

By

Stan Corbin
Henry G. Corbin
Henry G. Corbin

RECEIVED
SEP 21 1960

FOR FILING

1-5-1 (17) 45
5590

September 20, 1960

Coulter, Myrick & Brown
Attorneys at Law
205-211 Wing Building
P. O. Box 26
Grants Pass, Oregon

Gentlemen:

This is to acknowledge your letter, and attached affidavit, of September 13 which was addressed to the Secretary of State.

As requested, we are attaching a certified copy of the contract and bond with S & D Construction Company. This is State Highway Contract 5590, Evans Creek Railroad Overcrossing Structure on the Josephine County Line-Evans Creek Section of the Pacific Highway in Jackson County.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Att:
CWH:rj

DONALD M. COULTER
DONALD F. MYRICK
JOSEPH J. BROWN

COULTER, MYRICK & BROWN
ATTORNEYS AT LAW
205-211 WING BUILDING - P. O. BOX 26
GRANTS PASS, OREGON

TELEPHONE
GREENWOOD 6-6627

September 13, 1960

Secretary of State
State of Oregon
State Capitol Building
Salem, Oregon

#5590

Re: Contractor's bond and contract
copies pursuant to O.R.S. 279.515

Gentlemen:

Together with this letter is an affidavit concerning materials furnished to S. & D. Construction Company in the highway construction work at or near Rogue River, Oregon.

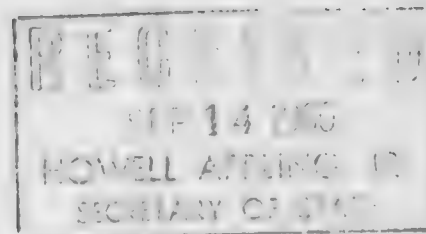
This letter is to request a copy of said bond and application to be forwarded to the undersigned on behalf of said H. F. Shaw.

Very truly yours,

COULTER, MYRICK & BROWN

D. F. Myrick
D. F. Myrick

DFM:ps
Enc.



A F F I D A V I T

STATE OF OREGON)
County of Josephine) ss.

I, H. F. Shaw, being first duly sworn upon my oath
depose and say as follows:

1. That I am owner of the Redi Mix Concrete Company
of Grants Pass, Oregon;

2. That I have furnished unto S. & D. Construction
Company certain materials, to-wit: Redi Mix concrete products
on the U. S. 99 highway construction at or near Rogue River,
Oregon;

3. That said claim is still due to the undersigned,
and has not been sold or assigned by me;

4. That I am currently the present owner and holder
thereof and that said S. & D Construction Company is presently
indebted to the undersigned;

5. That I make this affidavit according to the
provisions of O.R.S. 279.515 for the purpose of obtaining a
copy of the S. & D. Construction Company contract and bond
concerning said highway construction work.

Further deponent sayeth not.

H F Shaw
H. F. Shaw

Subscribed and sworn to before me this 13/4 day of
September, 1960.

Ameyick
Notary Public for Oregon
My Commission expires 10/10/62

RECEIVED
SEP - 1960

BUREAU OF PUBLIC ROADS

FOR FILING

08-00.56

E. H. French, Regional Engineer
Portland, Oregon

August 30, 1960

08-35.6

C. C. Polk, Division Engineer
Salem, Oregon

By: D. H. Harish
Acting Division Engineer

S & D Construction Company, labor investigation, S.P.R.R. Overcrossing,
I-5-1(18)50

Herewith are the results of our investigation of the subject contractor's payment practices as requested in Mr. Robertson's letter of June 23, 1960.

Due to a misunderstanding by the contractor of the Davis-Bacon Act, the claimant, Charles E. Metzger, was not considered to be covered under the minimum wage rate classification. This was because the contractor temporarily leased a truck from the Rainbow Transportation Company for the purpose of hauling supplies to and from the project and believed the lessor's regular wage rate for the drivers to be applicable. Since Metzger's work involved the supply of materials, his name was not included in the regular submission of project payrolls.

Restitution has now been made by S & D Construction Company to C. E. Metzger in the amount of \$178.46. This is evidenced by a supplemental payroll and a letter from the State to and acknowledged by Metzger, dated August 8, 1960, copies of which are attached. Mr. Sedgwick has previously reviewed the payroll transcript in this office and discussed Metzger's certification of the restitution payment.

We know of no other labor regulation infractions by this contractor at the present time; however, we will maintain a close vigilance in this regard in the future and request the State to do the same at the project supervision level.

Attachments

NOTED
AUG 31 1960

RECEIVED
AUG 22 1960

FOR FILING

1-5-1 (19) 50

5590

August 22, 1960

Mr. C. G. Polk, Division Engineer
Room 408
State Highway Building
Salem, Office

RE: Evans Creek Railroad
Overcrossing Structure
Contract #5590 and
Metsker Labor Claim

Dear Sir:

Attached hereto find contractor's payrolls and time statements for Ross Metsker for period April 17, 1960, through May 29, 1960,

Also attached is a copy of a receipt signed by Mr. Metsker indicating adjustment of above claim.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk
Attachments

cc: C. A. Gardner

NOTED
G. S. PAXSON

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 9, 1960

SUBJECT: Charles R. Metzker Claim

To: Mr. Allen Harwood
Acting Resident Bridge Engineer
P. O. Box 170
LaGrande, Oregon

Attached find letter and check I spoke to you about when you were in the office last Friday. Will you please deliver the letter and check. Be sure that Mr. Metzker endorses the copy of the letter and return same to me. The original of the letter can be left with Mr. Metzker.

Ivan D. Merchant
Bridge Engineer

ODS
Attachment

cc: A. F. Parson

Mr. C. A. Gardner -

Attached is copy of letter signed by
Metzker.

John Howard

8-18-60

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

LaGrande, Oregon

Aug ~~22~~²³, 1960

SUBJECT: Charles R. Metzker Claim

To: Mr. John D. Howard
Res. Bridge Engr
3215 N.E. Clackamas St
Portland, Oregon

Enclosed find check for Charles R. Metzker and letters which are self explanatory. Since filing the claim, Mr. Metzker has moved to Portland so I am forwarding the check and letters on to you.

I Have notified Mr. Metzker by mail that you would have the check. A copy of that letter also is enclosed showing Mr. Metzker's Portland address.

If you need any more information contact Mr. Gardner in Salem.

Allan C. Harwood

Allan C. Harwood
Acting Res. Bridge Engr.

Enc

cc. A. F. Parson
I. D. Merchant



COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 8, 1960

Mr. Charles R. Metzker
(Ross Metzker)
1913 Washington Street
LaGrande, Oregon

RE: Evans Creek Railroad Overcrossing
Contract 5590
Ross Metzker

Dear Sir:

Your complaint of June 16, 1960, filed with the U. S. Department of Labor concerning under-payment while employed on S & D Construction Company contract 5590, Evans Creek Railroad Overcrossing, Federal Aid Project No. I-5-1(18)50, has been referred to the local office of the Bureau of Public Roads and to this Department for investigation and settlement.

Our investigation discloses the following:

A Ross Metzker was employed on the subject contract during the period 18 April 1960 to 29 May 1960 as truck driver at a rate of \$2.37 per hour for a total of 297 hours which included 78 hours overtime. Total payment made by contractor after making authorized deductions was \$699.64. Hourly rate of pay for the classification in question should be \$3.15 per hour instead of \$2.37 per hour. Contractor was ordered to pay employee proper rate and include same on project payrolls.

Contractor has submitted payrolls for employee in question showing employee working a total of 297 hours which includes 78 hours overtime, at the proper rate of pay of \$3.15 per hour. Payroll computations show a total of \$1,058.01 gross earnings, less \$179.90 authorized deductions and a net pay of \$878.10, with an amount due the employee of \$178.46.

Contractor has forwarded check for \$178.46 with request that if check clears the purported violation of the contract it be delivered to you.

In so far as our investigation is concerned, it appears that the check does clear the violation to the contract.

Mr. Charles R. Metsker

-2-

August 8, 1960

If you are the Charles R. Metsker who filed the claim and the Ross Metsker employed and paid by S & D Construction Company, and are satisfied that the check does cover your claim, will you please acknowledge receipt of the check as satisfaction of the claim by endorsing a copy of this letter in the space provided.

Very truly yours,

G. E. Faxon
Assistant State Highway Engineer

CAG:nk

cc: Bureau of Public Roads
S & D Construction Company

Charles R. Metsker
Charles R. (Ross) Metsker

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

LaGrande, Oregon

Aug 22, 1960

SUBJECT: Charles R. Metzker Claim

To: Mr. John D. Howard
Res. Bridge Engr
3215 N.E. Clackamas St
Portland, Oregon

Enclosed find check for Charles R. Metzker and letters which are self explanatory. Since filing the claim, Mr. Metzker has moved to Portland so I am forwarding the check and letters on to you.

I have notified Mr. Metzker by mail that you would have the check. A copy of that letter also is enclosed showing Mr. Metzker's Portland address.

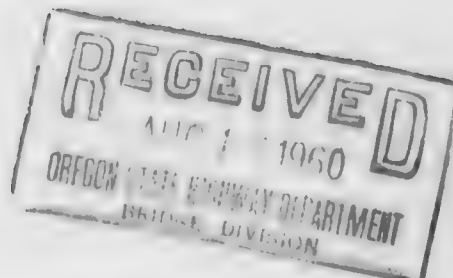
If you need any more information contact Mr. Gardner in Salem.

Allan C. Harwood

Allan C. Harwood
Acting Res. Bridge Engr.

Enc

cc. A. F. Parson
I. D. Merchant



LaGrande, Oregon
August 22, 1960

Mr. Charles R. Metaker
(Ross Metaker)
5710 SE 101st Ave
Portland, Oregon

Dear Sir

A check in settlement of your complaint of June 16, 1960 filled with the U.S. Dept of Labor against S & D Construction has been forwarded to Mr. John D. Howard, Resident Bridge Engineer for the Oregon State Highway Department at Portland.

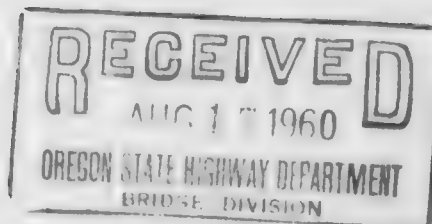
Arrangements for procuring the check may be made by contacting Mr Howard at 3215 NE Clackamas St. Portland, Oregon. Mr Howard's phone number is BE 5-1818.

Very truly yours

Allan C. Haswood
Acting Res. Bridge Engr.

cc. I. D. Merchant

J. D. Howard



Salem, Oregon
August 9, 1960

Charles R. Metzker Claim

Mr. Allen Harwood
Acting Resident Bridge Engineer
P. O. Box 170
LaGrande, Oregon

Attached find letter and check I spoke to you about when you were in the office last Friday. Will you please deliver the letter and check. Be sure that Mr. Metzker endorses the copy of the letter and return same to me. The original of the letter can be left with Mr. Metzker.

Ivan D. Merchant
Bridge Engineer

CAG:mk
Attachment

cc: A. F. Parson

August 8, 1960

Mr. Charles E. Metsker
(Ross Metsker)
1913 Washington Street
LaGrande, Oregon

RE: Evans Creek Railroad Overcrossing
Contract 5590
Ross Metsker

Dear Sir:

Your complaint of June 16, 1960, filed with the U. S. Department of Labor concerning under-payment while employed on S & D Construction Company contract 5590, Evans Creek Railroad Overcrossing, Federal Aid Project No. I-5-1(18)50, has been referred to the local office of the Bureau of Public Roads and to this Department for investigation and settlement.

Our investigation discloses the following:

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Contractor has submitted payrolls for employee in question showing employee working a total of 297 hours which includes 78 hours overtime, at the proper rate of pay of \$3.15 per hour. Payroll computations show a total of \$1,058.01 gross earnings, less \$179.90 authorized deductions and a net pay of \$878.10, with an amount due the employee of \$178.46.

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In so far as our investigation is concerned, it appears that the check does clear the violation to the contract.

Mr. Charles R. Metzker

-2-

August 8, 1960

If you are the Charles R. Metzker who filed the claim and the Ross Metzker employed and paid by S & D Construction Company, and are satisfied that the check does cover your claim, will you please acknowledge receipt of the check as satisfaction of the claim by endorsing a copy of this letter in the space provided.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

CAG:mk

cc: Bureau of Public Roads
S & D Construction Company

Charles R. (Ross) Metzker

S & D CONSTRUCTION CO.

General Contractors

4930 S. E. REEDWAY STREET PORTLAND 6, OREGON
Prospect 1-0882

August 2, 1960

G. S. Paxson, Assistant Highway Engineer
State Highway Department
Salem, Oregon

Subject: Ross Metzker Claim against Project #I-5-1(18) Prefix 615-1070
Contract #5590.

Dear Sir:

Enclosed find two copies of Supplementary Payrolls No. 9 through 14,
April 17 through May 29, 1960, and check payable to Mr. Ross Metzker.

We hope this meets with your satisfaction. If so, please forward
the check to Mr. Metzker.

Thank you.

S AND D CONSTRUCTION COMPANY

Jack R. Sowles

Jack R. Sowles, Partner



RECEIVED
JUL 21 1960

FOR FILING

IS-1-18)50
5590

July 21, 1960

S & D Construction Company
4930 S. E. Roadway
Portland 6, Oregon

Attention: Mr. Jack R. Soules

Gentlemen:

Re: Evans Creek Railroad Overcrossing
Structure
Contract No. 5590
Claim of Charles A. Motzker

Reference is made to my letter of July 6, 1960 and your reply of June 13, 1960 concerning the above-mentioned claim.

Applying the terms of the contract to the conditions of employment for the individual as stated in your letter of June 13, it is the opinion of this department and of Bureau of Public Roads officials that paying the trucker less than the rate specified in the contract for the particular classification and not carrying the employee on the job payroll constitutes a violation of the contract.

In order to clear the violation, it will be necessary for you to pay the individual the specified rate for the particular classification, and submit revised or supplementary payrolls for the periods in question, showing that the individual has been paid the specified rate.

Very truly yours,

W. C. Williams
State Highway Engineer

by

G. B. Paxson
Assistant State Highway Engineer

CAG/mm

cc: Mr. Roy Norton
Mr. F. D. Morgan
Mr. C. A. Gardner

RECEIVED
JUL 18 1960

FOR FILING

100-150
5590

Salem, Oregon
July 15, 1960

Mr. Ivan D. Merchant

Attention: Mr. C. A. Gardner

Herewith a letter from the S & D Construction Co. with reference to an alleged labor violation on Contract No. 5590 for the Evans Creek Overcrossing of the Southern Pacific tracks. This, together with the report from our Resident Engineer should give sufficient data to conclude the matter.

It is my opinion, concurred in by the Bureau of Public Roads, that the violation does exist, and that the contractor will have to straighten it out by making payment at the posted rate and by submitting revised payrolls showing Metzker as an employee of the company.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

S & D CONSTRUCTION CO.

General Contractors

4930 S. E. REEDWAY STREET PORTLAND 6, OREGON
PRospect 1-0882

June 13, 1960

Oregon State Highway Department
Salem, Oregon
ATTN: Glen S. Paxson

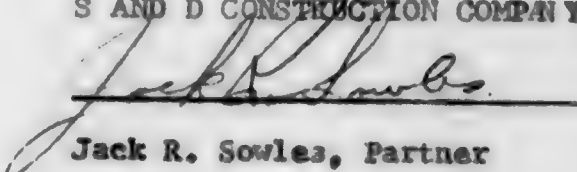
Dear Sir,

In regard to a Claim filed by Mr. Charles A. Metzker, stating he was not paid the posted rate on the Evans Creek Railroad Overcrossing Section, Contract # 5590, we leased a truck from Rainbow Transportation Company and Mr. Metzker was the driver employed by them. We carried him on our payroll for the period of this lease. Mr. Metzker was employed as a Long-haul Driver between our project on Evans Creek and several other cities throughout the state of Oregon. He didn't work directly on said mentioned Contract other than to discharge materials as he trucked them in. This being the case, we feel our responsibility was to pay him only the rate of pay he was previously receiving from Rainbow Transportation Company.

Would you please advise this office your ruling on this matter and we shall handle it according to your judgment.

Very truly yours,

S AND D CONSTRUCTION COMPANY


Jack R. Sowles, Partner



RECEIVED
JUL 14 1960

FOR FILING

FORM 530-50M-2-59-51966

5590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Box 306, Grants Pass, Oregon

July 13, 1960

SUBJECT: Evans Creek Railroad O'ring
Pacific Highway
Jackson County
Contract No. 5590

To: Mr. G. S. Paxson
Assistant State Highway Engineer
OSHD
State Highway Building
Salem, Oregon

This letter is in answer to your request of July 6, 1960 for a report on the matter of a claim for additional compensation for wages filed by a Mr. Charles R. Metzker for a period when he was employed on the above project.

Mr. Jack Sowles, partner in the S & D Construction Co., gave the following account:

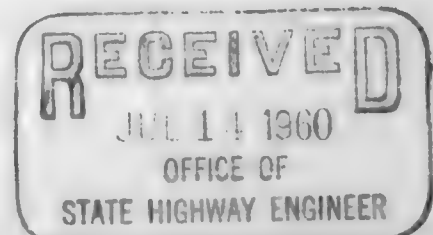
S & D Construction Co. leased a truck from the Rainbow Transportation Co. for use as a long haul truck transporting materials to the Railroad O'ring jobsite. The driver of the truck was hired and placed on S & D's payroll at the rate of \$2.37 per hour. This was the same wage he would have received had he been working for the Rainbow Transportation Co. During the period when Mr. Metzker worked for S & D, he worked on no other project; he hauled material to the Railroad O'ring jobsite, waited for the truck to be unloaded and left immediately for more material. He performed no work at the jobsite other than this material delivery.

Mr. Sowles explained that the reason this driver was not carried on the Railroad O'ring payroll was that the driver was considered to be in the same category as a driver of a material supplier bringing material to the jobsite. In this case then the truck driver would not appear on the contractor's payroll.

cc: Mr. W. C. Williams
Mr. I. D. Merchant
Mr. F. D. Morgan

Roy W. Norton
Roy W. Norton
Resident Bridge Engineer

NOTED



RECEIVED
JUL - 7 1960

FOR FILING

5590

July 6, 1960

S & D Construction Co.
4930 S. E. Hedway
Portland 6, Oregon

Gentlemen:

We are advised by the Bureau of Public Roads that a complaint has been filed by a Mr. Charles H. Metzger alleging that he was employed as a truck driver on the Evans Creek Railroad Overcrossing Section, Contract No. 5590, and that he was paid at a rate of \$2.37 per hour; whereas, the posted rate and the rate set up in the contract is \$3.15 per hour. The period in question is from April 17, 1960 through May 28, 1960. During this period, he claims additional compensation for 218½ hours at \$0.78 per hour and 78½ hours overtime at \$1.17 per hour, making a total claim of \$262.275.

Payrolls on file with the Bureau of Public Roads do not include the name of Charles H. Metzger. It is possible that he was working for and was paid by the Rainbow Transportation Co., which was leasing a truck to you on the project. This, of course, would not relieve you of the responsibility of seeing that the posted wage rate was complied with.

Will you please advise concerning this matter and if the claim is true, a supplemental payroll must be furnished to include the claimant's correct wages, and also we must have satisfactory evidence that the adjustment in payment has been received by the claimant.

Very truly yours,

cc to: Mr. W. C. Williams
Mr. Ivan Merchant
Mr. F. D. Morgan
Mr. Roy Norton

W. C. Williams
State Highway Engineer

By

G. S. Faxon
Assistant State Highway Engineer

GSP:ae

Mr. Norton: Please check up on this matter and give us a report.

G.S.P.

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.6

408 State Highway Building
Salem, Oregon

July 1, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Southern Pacific R. R. O'xing
Project I-5-1(18)50
S & D Construction Company
Rogue River, Oregon

Dear Sir:

Transmitted herewith is a complaint received from Charles R. Metzker of 1913 Washington, La Grande, Oregon. Mr. Metzker states that he was employed by S. & D. Construction Company as a truck driver during the period said firm was engaged in the construction of a Southern Pacific Overcrossing bridge at Rogue River, Oregon. He was paid \$2.37 per hour instead of the posted rate of \$3.15 per hour, contrary to the provisions contained in the construction contract. He states that he received overtime compensation based on the rate of \$2.37 per hour. Eight-Hour Law violations are also alleged; however his attention has been called to the fact that the laws are not applicable to these projects. A copy of a letter from the Labor Department to the claimant is attached for your information.

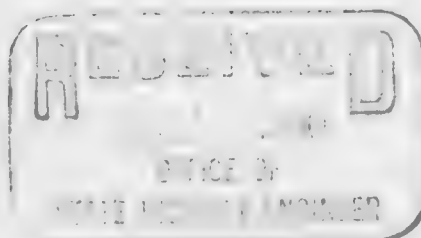
Payroll records in our files do not include the name of Charles Metzker. It would therefore appear that he may have been working for and paid by the Rainbow Transportation Company, which was leasing a truck to the contractor for use on this project. This of course would not relieve the S. & D. Construction Company of the responsibility to make restitution, if the violations are confirmed. A supplemental payroll will be necessary to include the claimant's correct wages and also satisfactory evidence that the adjustment in payment has been received.

Will you please investigate this matter and submit a report of your finding at your earliest convenience.

Very truly yours,

C. G. Polk
C. G. Polk
Division Engineer

Encls.



Room 308 - Appraisers Building
630 Sansome Street
San Francisco 11, California

June 23, 1960

Mr. Charles E. Metshar
1913 Washington
La Grande, Oregon

Re: S & D Construction Company
Southern Pacific Overcrossing
Rogue River, Oregon

I-05-1(18)50

Dear Mr. Metshar:

This will acknowledge receipt of your complaint dated June 16, 1960 concerning the labor standards violations of subject contractor. We have requested the Bureau of Public Roads to have your complaint investigated. While the State Highway contracts provide for payment of wages not lower than the predetermined prevailing rate, there is no requirement in said contract for the payment of overtime compensation for hours worked in excess of 8 hours per day.

This project is subject to the provisions of the Fair Labor Standards Act which requires overtime compensation for all hours worked in excess of 40 hours per week. Should it be determined that you are entitled to a higher hourly rate of pay there would be additional overtime compensation due you. However, such a claim for overtime compensation must await the determination by the Bureau of Public Roads that you were entitled to a higher basic hourly rate of pay. We shall keep you informed of the results of this investigation.

Very truly yours,

Kenneth C. Robertson
Regional Attorney

cc: Regional Engineer, Bureau of Public Roads

By: [Signature]

Charles Ross Hatcher
1913 Washington St.
La Grande, Oregon

Originally hired Mr. Hatcher - October 1, 1959
Rainbow Transportation
Box 767
La Grande, Oregon

Driving truck - picking up ordered material for project
at Snake River, Oregon

Route
Snake-Creek - Southern Pacific over crossing

\$13.15 per hour -- Received \$12.37

\$13.15 posted on board in Snake River, Oregon
Federal Aid by State Highway Job
ended 28th of May 1960

Went to work 17th of April 1960 S & S Construction Co.
Week Total Hrs. Overtime Hours *La Grande, Ore*

		Week ended April 23, '60	
78		"	"
78	28	"	"
28		"	"
62	27	"	"
78	19	"	"
78	13	"	"
<u>78</u>	<u>13</u>	"	"
297	78		

$78 \div \text{hr. OT. @ } 1.17 = 91.875$
 $218 \div \text{hr. ST. @ } 0.78 = 170.43$
 $\# 262.275$

*Amount of if
contract is true*

FIR Portland

4-11-60

05-10-60

part 5V2-59

Original
105-1000

Portland, Oregon

Date June 16 - 1960

ED
AND
AO
KA
MSA
JMS
FILE

To: Regional Attorney
U.S. Dept. of Labor
San Francisco, Calif.

Re: S. D. Construction Company
Rogue River, Oregon

Costco

Dear Sir:

In order to help the United States Department of Labor have your complaint of non-compliance with Federal labor laws on the above construction project looked into, it will be appreciated if you will furnish as much of the following information as you may have, or be able to obtain. If you need additional space for any of your answers, please use the reverse side of this sheet, giving each answer the same number as the item on the face of the sheet to which it refers. Please return the completed form as promptly as possible in the enclosed envelope which requires no postage.

Very truly yours,

Regional Attorney

1. Name of Project Southern Pacific Overcrossing - Rogue River, Oregon
2. Location Rogue River, Oregon
3. Type of Project Overcrossing bridge
4. Government Agency involved State Highway Commission of Oregon
5. Contract number, if known _____
6. Name of prime contractor S. D. Construction Company
7. Address of prime contractor Rogue River, Oregon
8. If employed by subcontractor, give name and address _____
9. Kind of work performed and tools used Truck driver (70 ton capacity)
hauled timber and steel for bridge
10. What was your job classification None listed - but was solely truck driver
11. Hourly rate or rates paid \$2.37 hour
12. Rate or rates posted for the work \$3.15
13. If at any time you worked more than eight hours per day on this project, were you paid overtime pay? If so, what hourly rate were you paid overtime on 2.37 base x 1 1/2 for hours over 40 a week only - worked over 8 hrs daily after
If not paid overtime for overtime hours, give details Term paid me for all hours worked but did NOT pay me at the posted truck driver scale of \$3.15
14. List on reverse side of this sheet the names and addresses of employees who saw the work you did.
15. List on the reverse side the names and addresses of other employees you think, or who have told you they were not properly paid. Do not know about rates of others.
16. If you were employed or classified as an apprentice, state whether or not you are registered in an apprenticeship program. If so, please identify it.

Do not include other than Social Security and withholding tax taken from your wages. Please sign and date the back of this form. Do not include other than Social Security and withholding tax taken from your wages. Please sign and date the back of this form.

To: Regional Attorney
U. S. Dept. of Labor
San Francisco, Calif.

FILE

Corteo

Re: S. D. Construction Company
Rogue River, Oregon

Dear Sir:

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Very truly yours,

Regional Attorney

1. Name of Project Southern Pacific Overcrossing - Rogue River, Oregon
2. Location Rogue River, Oregon
3. Type of project Overcrossing bridge
4. Government Agency involved State Highway Commission of Oregon
5. Contract number, if known _____
6. Name of prime contractor S. D. Construction Company
7. Address of prime contractor Rogue River, Oregon
8. If employed by subcontractor, give name and address _____
9. Kind of work performed and tools used Truck driver (rotation capacity)
hauled timbers and steel for bridge
10. What was your job classification None listed - but was solely truck driver
11. Hourly rate or rates paid \$2.37 hour
12. Rate or rates posted for the work \$3.15
13. If at any time you worked more than eight hours per day on this project, were you paid overtime pay? If so, what hourly rate were you paid overtime on \$2.37 base x 1 1/2 for hours over 40 a week only - worked over 8 hrs daily often.
If not paid overtime for overtime hours, give details Turn paid me for all hours worked but did NOT pay me at the posted truck driver scale of \$3.15
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16. If you were employed or classified as an apprentice, state whether or not you are registered in an apprenticeship program. If so, please identify it.

Do not check any box unless you are sure. Do not check any box unless you are sure. Do not check any box unless you are sure.

14. Howard Watts of Rainbow Transportation Co. (common carrier)
Portland phone #: Belmont 2-4964

Jack Sawles, ²⁰ genl. supt., S & D Construction Company
Rogue River, Oregon

Otto, shipping clerk for Far West Steel Co.
Eugene, Oregon

I was hired by Howard ^{Watts} of Rainbow Transportation Co. which leased one of their trucks to S & D Construction Company for use on their bridge construction project. I drove this truck on this construction work from 4-17-60 thru 5-28-60. I was employed by the S & D Construction Company and was on their payroll for the above period.

Jack Sawles, the S & D Construction Co. superintendent is a part owner of the firm and lives in Portland, Oregon - his home (has no other ^{Portland} office) is at 4930 SE Hedway St. The company has a shop at 6701 ~~SE~~ SE Alberta St (southeast) Portland, Oregon.

The other owner is Don De Bois - he lives in Portland, Oregon. Mr. De Bois is running another company construction job 5 miles west of La Grande, Oregon on Highway 30. The company also has been awarded another Highway (\$30) job at Macchar, Oregon - about 25 miles west of La Grande, Oregon.

I am currently employed by Mitchell Bros. Truck Lines, Portland, Oregon.

Charles R. Metzger
1913 Washington

Qts, shipping clerk for Far West Steel Co.
Eugene, Oregon

I was hired by Howard ^{Wells} of Rainbow Transportation Co. which leased one of their trucks to S & S Construction Company for use on this bridge construction project. I drove this truck on this construction work from 4-17-60 thru 5-28-60. I was employed by the S & S Construction Company and was on their payroll for the above period.

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I am currently employed by Mitchell Bros. Truck Lines, Portland, Oregon.

Charles R. Mettler
1913 Washington
La Grande, Oregon

(H. H. H. H.)
Frank Rogers River, Oregon office at
Hedway Public Manor (trunk park) about
4 miles south of La Grande Oregon Hwy 99.
Payable & receive kept there for project.

1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-3004-3005-3006-3007-3008-3009-3010-3011-3012-3013-3014-3015-3016-3017-3018-3019-3020-3021-3022-3023-3024-3025-3026-3027-3028-3029-3030-3031-3032-3033-3034-3035-3036-3037-3038-3039-3040-3041-3042-3043-3044-3045-3046-3047-3048-3049-3050-3051-3052-3053-3054-3055-3056-3057-3058-3059-3060-3061-3062-3063-3064-3065-3066-3067-3068-3069-3070-3071-3072-3073-3074-3075-3076-3077-3078-3079-3080-3081-3082-3083-3084-3085-3086-3087-3088-3089-3090-3091-3092-3093-3094-3095-3096-3097-3098-3099-3100-3101-3102-3103-3104-3105-3106-3107-3108-3109-3110-3111-3112-3113-3114-3115-3116-3117-3118-3119-3120-3121-3122-3123-3124-3125-3126-3127-3128-3129-3130-3131-3132-3133-3134-3135-3136-3137-3138-3139-3140-3141-3142-3143-3144-3145-3146-3147-3148-3149-3150-3151-3152-3153-3154-3155-3156-3157-3158-3159-3160-3161-3162-3163-3164-3165-3166-3167-3168-3169-3170-3171-3172-3173-3174-3175-3176-3177-3178-3179-3180-3181-3182-3183-3184-3185-3186-3187-3188-3189-3190-3191-3192-3193-3194-3195-3196-3197-3198-3199-3200-3201-3202-3203-3204-3205-3206-3207-3208-3209-3210-3211-3212-3213-3214-3215-3216-3217-3218-3219-3220-3221-3222-3223-3224-3225-3226-3227-3228-3229-3230-3231-3232-3233-3234-3235-3236-3237-3238-3239-3240-3241-3242-3243-3244-3245-3246-3247-3248-3249-3250-3251-3252-3253-3254-3255-3256-3257-3258-3259-3260-3261-3262-3263-3264-3265-3266-3267-3268-3269-3270-3271-3272-3273-3274-3275-3276-3277-3278-3279-3280-3281-3282-3283-3284-3285-3286-3287-3288-3289-3290-3291-3292-3293-3294-3295-3296-3297-3298-3299-3300-3301-3302-3303-3304-3305-3306-3307-3308-3309-3310-3311-3312-3313-3314-3315-3316-3317-3318-3319-3320-3321-3322-3323-3324-3325-3326-3327-3328-3329-3330-3331-3332-3333-3334-3335-3336-3337-3338-3339-3340-3341-3342-3343-3344-3345-3346-3347-3348-3349-3350-3351-3352-3353-3354-3355-3356-3357-3358-3359-3360-3361-3362-3363-3364-3365-3366-3367-3368-3369-3370-3371-3372-3373-3374-3375-3376-3377-3378-3379-3380-3381-3382-3383-3384-3385-3386-3387-3388-3389-3390-3391-3392-3393-3394-3395-3396-3397-3398-3399-3400-3401-3402-3403-3404-3405-3406-3407-3408-3409-3410-3411-3412-3413-3414-3415-3416-3417-3418-3419-3420-3421-3422-3423-3424-3425-3426-3427-3428-3429-3430-3431-3432-3433-3434-3435-3436-3437-3438-3439-3440-3441-3442-3443-3444-3445-3446-3447-3448-3449-3450-3451-3452-3453-3454-3455-3456-3457-3458-3459-3460-3461-3462-3463-3464-3465-3466-3467-3468-3469-3470-3471-3472-3473-3474-3475-3476-3477-3478-3479-3480-3481-3482-3483-3484-3485-3486-3487-3488-3489-3490-3491-3492-3493-3494-3495-3496-3497-3498-3499-3500-3501-3502-3503-3504-3505-3506-3507-3508-3509-3510-3511-3512-3513-3514-3515-3516-3517-3518-3519-3520-3521-3522-3523-3524-3525-3526-3527-3528-3529-3530-3531-3532-3533-3534-3535-3536-3537-3538-3539-3540-3541-3542-3543-3544-3545-3546-3547-3548-3549-3550-3551-3552-3553-3554-3555-3556-3557-3558-3559-3560-3561-3562-3563-3564-3565-3566-3567-3568-3569-3570-3571-3572-3573-3574-3575-3576-3577-3578-3579-3580-3581-3582-3583-3584-3585-3586-3587-3588-3589-3590-3591-3592-3593-3594-3595-3596-3597-3598-3599-3600-3601-3602-3603-3604-3605-3606-3607-3608-3609-3610-3611-3612-3613-3614-3615-3616-3617-3618-3619-3620-3621-3622-3623-3624-3625-3626-3627-3628-3629-3630-3631-3632-3633-3634-3635-3636-3637-3638-3639-3640-3641-3642-3643-3644-3645-3646-3647-3648-3649-3650-3651-3652-3653-3654-3655-3656-3657-3658-3659-3660-3661-3662-3663-3664-3665-3666-3667-3668-3669-3670-3671-3672-3673-3674-3675-3676-3677-3678-3679-3680-3681-3682-3683-3684-3685-3686-3687-3688-3689-3690-3691-3692-3693-3694-3695-3696-3697-3698-3699-3700-3701-3702-3703-3704-3705-3706-3707-3708-3709-3710-3711-3712-3713-3714-3715-3716-3717-3718-3719-3720-3721-3722-3723-3724-3725-3726-3727-3728-3729-3730-3731-3732-3733-3734-3735-3736-3737-3738-3739-3740-3741-3742-3743-3744-3745-3746-3747-3748-3749-3750-3751-3752-3753-3754-3755-3756-3757-3758-3759-3760-3761-3762-3763-3764-3765-3766-3767-3768-3769-3770-3771-3772-3773-3774-3775-3776-3777-3778-3779-3780-3781-3782-3783-3784-3785-3786-3787-3788-3789-3790-3791-3792-3793-3794-3795-3796-3797-3798-3799-3800-3801-3802-3803-3804-3805-3806-3807-3808-3809-3810-3811-3812-3813-3814-3815-3816-3817-3818-3819-3820-3821-3822-3823-3824-3825-3826-3827-3828-3829-3830-3831-3832-3833-3834-3835-3836-3837-3838-3839-3840-3841-3842-3843-3844-3845-3846-3847-3848-3849-3850-3851-3852-3853-3854-3855-3856-3857-3858-3859-3860-3861-3862-3863-3864-3865-3866-3867-3868-3869-3870-3871-3872-3873-3874-3875-3876-3877-3878-3879-3880-3881-3882-3883-3884-3885-3886-3887-3888-3889-3890-3891-3892-3893-3894-3895-3896-3897-3898-3899-3900-3901-3902-3903-3904-3905-3906-3907-3908-3909-3910-3911-3912-3913-3914-3915-3916-3917-3918-3919-3920-3921-3922-3923-3924-3925-3926-3927-3928-3929-3930-3931-3932-3933-3934-3935-3936-3937-3938-3939-3940-3941-3942-3943-3944-3945-3946-3947-3948-3949-3950-3951-3952-3953-3954-3955-3956-3957-3958-3959-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RECEIVED
JUL 14 1960

FOR FILING

FORM 530-SON-2-55-52000
5590
5590

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Box 306, Grants Pass, Oregon
July 13, 1960

NOTED
W. C. WILLIAMS

SUBJECT: Evans Creek Railroad O'xing
Pacific Highway
Jackson County
Contract No. 5590

To: Mr. G. S. Paxson
Assistant State Highway Engineer
OSHD
State Highway Building
Salem, Oregon

This letter is in answer to your request of July 6, 1960 for a report on the matter of a claim for additional compensation for wages filed by a Mr. Charles R. Metzker for a period when he was employed on the above project.

Mr. Jack Sowles, partner in the S & D Construction Co., gave the following account:

S & D Construction Co. leased a truck from the Rainbow Transportation Co. for use as a long haul truck transporting materials to the Railroad O'xing jobsite. The driver of the truck was hired and placed on S & D's payroll at the rate of \$2.37 per hour. This was the same wage he would have received had he been working for the Rainbow Transportation Co. During the period when Mr. Metzker worked for S & D, he worked on no other project; he hauled material to the Railroad O'xing jobsite, waited for the truck to be unloaded and left immediately for more material. He performed no work at the jobsite other than this material delivery.

Mr. Sowles explained that the reason this driver was not carried on the Railroad O'xing payroll was that the driver was considered to be in the same category as a driver of a material supplier bringing material to the jobsite. In this case then the truck driver would not appear on the contractor's payroll.

Roy W. Norton

Roy W. Norton
Resident Bridge Engineer

cc: Mr. W. C. Williams
Mr. I. D. Merchant
Mr. F. D. Morgan

RECEIVED
JUL 14 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

Contract 5590

3-31-60

Monthly Transaction No. 1960	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
FOR FILING	FEDERAL-AID PROJECT AGREEMENT	County Jackson
Project Report No. 5590		Project No. I-5-1(10)50

5590 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 99, Evans Creek S.P.R.R. Crossing

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	1-5-60	6.1
Other (Specify)		

FUNDS

Estimated total cost of project
\$ 554,952

Federal funds
\$ 510,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT

(Official name of Highway Department)

By

Deputy State Highway Engineer

(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By

C. G. Polk

By

Division Engineer
R. C. Wright
Administrative Manager

Date executed by

Division Engineer **March 31, 1960**

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.5

408 State Highway Building
Salem, Oregon

March 23, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

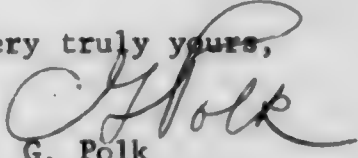
Attached are two copies of proposed project agreement and
one copy of approved detail estimate for the following project:

I-5-1(18)50

US 99, Evans Creek S.P.R.R. O'xing

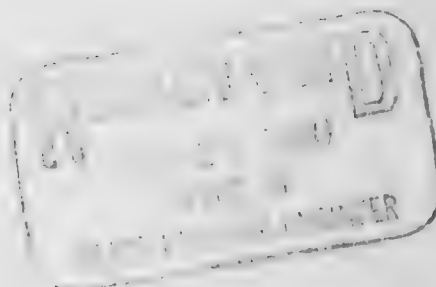
If the project agreement is satisfactory, it should be
signed and returned to this office.

Very truly yours,


C. G. Polk
Division Engineer

NOTED
FORREST COOPER

NOTED
FORREST COOPER



March 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Evans Creek S.P.R.R.
Overcrossing, Project No. I-5-1(18)50.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

February 18, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
for project agreement for the Evans Creek SPRR Overcrossing,
Project No. I-5-1(18)50.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

Oregon State Highway Department

Federal Aid
Project No. I-5-1(18)50

EVANS CREEK SPUR OVERCROSSING ON
THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 18, 1960

Type Code X921

Evans Creek SPUR Crossing (Sta. 486+84 to Sta. 493+70) (Contract No. 5590)

Shoring, Cribbing, Etc.	All Required		\$ 33,500.00
Structural Excavation	940 cu. yds.	\$ 4.00	3,760.00
Structural Excavation Below Elevation Shown	75 cu. yds.	10.00	750.00
Purdish Steel Piling	10,002 lin. ft.	5.20	52,010.40
Drive Steel Piles	324 only	32.00	10,368.00
Splice Steel Piles	60 only	20.00	1,200.00
Class "A" Concrete (4,067 cu. yds.)	All Required		252,000.00
Metal Reinforcement (1,215,000 lbs.)	All Required		132,000.00
Metal Parapet Wall	1,372 lin. ft.	4.50	6,174.00
8-inch Metal Drain Pipe	185 lin. ft.	4.00	740.00
6-inch Standard Steel Pipe	650 lin. ft.	6.00	3,900.00
			<u>\$496,402.40</u>
Flagging (57 1/2% of Contractor's Cost)	All Required		300.00
Signing	All Required		200.00
Work by Southern Pacific Co.	All Required		3,100.00
Work by Western Union Co.	All Required		<u>4,500.00</u>
	Subtotal		\$504,502.40
	10% Engr. & Cont.		<u>50,449.60</u>
	Total		\$554,952.00

Length of Structure - - - - 0.130 Mile

Federal Funds - - - - -	\$510,000.00
State Funds - - - - -	<u>44,952.00</u>
	\$554,952.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939
State Funds for Maint.: Chap. 529, Laws 1939

EVANS CREEK SPUR OVERCROSSING

PROJECT I-5-1(1B)50

Estimated cost of work by Western Union Co.

Labor	\$2,979.00
Materials	1,616.00
Labor & Materials (Carrier Line Filters)	1,040.00
Salvage Credit	<u>1,134.00 Cr.</u>
	\$4,501.00
	<u>Una</u> \$4,500.00

Estimated cost of work by S.P. Co.

Rearrange Signal Pole Line	\$1,350.00
Install and Remove Tell-Tales	850.00
Equipment	150.00
Freight, Etc.	68.00
Accounting & Billing	853.00
Contingencies	329.00
Salvage Credit	<u>420.00 Cr.</u>
	\$3,180.00
	<u>Una</u> \$3,100.00

Oregon State Highway Department

Federal Aid
Project No. 1-5-1(18)50

EVANS CREEK S.P.R.R. OVERCROSSING ON
THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 28, 1959

Type Code 1921

Evans Creek S.P.R.R. O'Xing (Sta. 486+84 to Sta. 493+70)

Shoring, Cribbing, Etc.	All Required		\$ 4,000.00
Structural Excavation	940 cu. yds.	\$ 5.00	4,700.00
Structural Excavation Below Elevation Shown	75 cu. yds.	8.00	600.00
Furnish Steel Piling	10,002 lin. ft.	5.00	50,010.00
Drive Steel Piles	324 only	50.00	16,200.00
Splice Steel Piles	60 only	45.00	2,700.00
Class "A" Concrete (4,067 cu. yds. at \$65.00)	All Required		264,355.00
Metal Reinforcement (1,215,000 lbs. at \$0.14)	All Required		170,100.00
Metal Parapet Wall	1,372 lin. ft.	6.00	8,232.00
8-inch Metal Drain Pipe	185 lin. ft.	4.00	740.00
6-inch Standard Steel Pipe	650 lin. ft.	9.00	5,850.00
			<u>\$527,487.00</u>
Flagging (57½% of Contractor's Cost)	All Required		300.00
Signing	All Required		200.00
Work by Southern Pacific Company	All Required		3,100.00
Work by Western Union Company	All Required		<u>4,500.00</u>
	Subtotal		\$535,587.00
	10% Engr. & Cont.		<u>53,553.00</u>
	Total		\$589,140.00

Length of Structure 0.130 Mile

Federal Funds	\$542,000.00
State Funds	<u>47,140.00</u>
	\$589,140.00

EVANS CREEK S.P.R.R. OVERCROSSING

PROJECT I-5-1(18)50

Estimated cost of work by Western Union Co.

Labor	\$2,979.00
Materials	1,616.00
Labor & Materials (Carrier Line Filters)	1,040.00
Salvage Credit	<u>1,134.00 Cr.</u>
	\$4,501.00
<u>Use</u>	<u>\$4,501.00</u>

Estimated cost of work by S.P. Co.

Rearrange Signal Pole Line	\$1,350.00
Install and Remove Tell-Tales	850.00
Equipment	150.00
Freight, etc.	68.00
Accounting & Billing	853.00
Contingencies	329.00
Salvage Credit	<u>420.00 Cr.</u>
	\$3,180.00
<u>Use</u>	<u>\$3,100.00</u>

RECEIVED
FEB 24 1960

FOR FILING

COMMISSIONER
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

5590



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 24, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

B & D Construction Company
4930 SE Reedway
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5590, awarded January 28, 1960, for construction of the Evans Creek RR Overcrossing on Pacific Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

dc
Encl.

Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JAN 29 1960

FOR FILING
I 5-1(18)50
5590

January 28, 1960

S & D Construction Co.
4930 S. E. Roadway
Portland 6, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5590 for construction of the structure over the SPRR and county road on the Josephine County Line-Evans Creek Section of the Pacific Highway in Jackson County.

This award was based on your bid of \$496,402.40, which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ENC

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

19-8314
#5591

Paisley-Valley Falls Rock
Prod. Proj., Fremont Hwy.

1960

RECEIVED

FOR PAID

NOTED
W. G. WILLIAMS

December 15, 1960

FINAL COST ANALYSIS

Paisley-Valley Falls Section

Contract No. 5591

19-8314

Rock Production

Contractor: N. A. Toole Construction Co.

Resident Engineer: Carl M. Williams

Fremont Highway

Prefix 19-8314

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1/2"-1/4" Cr. Mat'l in S.P.	5,021.7	Cu. Yd.	2.35	2.387	11,989.20	11,801.00
1/4"-#10 Cr. Mat'l in S.P.	1,523.1	Cu. Yd.	2.34	2.387	3,636.36	3,564.05
1/4"-0 Cr. Mat'l in S.P.	3,809.9	Cu. Yd.	2.35	2.387	9,096.06	8,953.27
Rejects in Stockpile	1,244.6	Cu. Yd.	0.25	0.25	311.15	311.15
					<u>\$25,032.77</u>	<u>\$24,629.47</u>

Total Cost \$ 25,032.77

Gross Revenue 24,629.47

Net Loss \$ 403.30

Net Loss equals 1.63% of Gross Revenue

DETAIL OF COSTS - Contract No. 5591

Labor:

Labor	\$ 5,726.45	
Labor Insurance	761.61	
Health, Welfare and Pensions	309.00	
Travel	231.00	
		\$ 7,028.06

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	10,686.36	
Equipment Rental, Hired	2,100.00	
Gas, Oil and Grease	1,343.31	
Bond	213.15	
Move In, Freight and Cartage	2,185.13	
P.L. and P.D. Insurance	300.00	
P.U.C.	102.06	
Small Tools and Misc. Supplies	754.35	
Home Office and General Overhead	320.35	
		18,004.71

TOTAL COST	\$ 25,032.77
------------	--------------

CRUSHING BREAKDOWN - Contract No. 5591

	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	10, 354.7	Cu. Yd.	3, 167.24	.306
Feed Crusher	10, 354.7	Cu. Yd.	5, 067.14	.489
Crushing	10, 354.7	Cu. Yd.	13, 623.11	1.315
Haul to Stockpile	10, 354.7	Cu. Yd.	1, 811.35	.175
Stockpile	10, 354.7	Cu. Yd.	1, 052.78	.102

Average Cost per Cubic Yard

\$ 2.387

Remarks - Contract No. 5591

This was a "State Project" calling for the crushing and stockpiling of 10,000 cubic yards of crushed rock for maintenance on the Paisley-Valley Falls Section of the Fremont Highway in Lake County. The contract was bid January 21, 1960 and awarded January 28th. Work started April 22nd and was completed May 27, 1960.

The contractor moved in a crew of four men and equipment which consisted of a semi-portable crushing plant, one 4-cubic yard front end loader, one hired D-8 cat and dozer, and one hired 10-yard truck into the State controlled gravel source located on the northerly side of and adjacent to the Fremont Highway at Mile Point 109.6; set up and started crushing on a one 10-hour shift basis April 22nd.

The source of material ran heavily to sand resulting in an overrun of rejects slowing down production somewhat. The stockpile haul being short, only one 10-yard truck was used for this. Very little time was lost due to inclement weather and breakdowns, and crushing was completed May 27, 1960.

The contractor, with below average production, suffered a small loss.

M.N. Juve
Chief Cost Analyst

By

C.E. Layton

RECEIVED
JUN 30 1960

FOR FILING

19-8.314

5591

June 29, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5591 for the Paisley-Valley Falls Rock Production Project on the Fremont Highway in Lake County was completed by the contractor, H. A. Toole Construction Co., on May 27, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of \$1,040.70 will be released to the contractor after acceptance by the Commission. The total contract amount is \$24,629.47, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

RECEIVED
JUN 15 1960

FOR FILING

19-8314

5571

June 15, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to W. A. Toole Construction Co., a portion of the funds heretofore retained by the Commission on contract #5591 for the Paisley-Valley Falls Rock Production Project on the Fremont Highway in Lake County.

This payment, in the amount of \$14,346.22, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$729.55. The present payment will be released on or after June 25, 1960.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

19-8314

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 4, 19 60

Section Paisley-Valley Falls Kind of work Rock Production
 Highway Fremont County Lake Section prefix 19-8314
 Contractor N.A. Toole Construction Co. Contract number 5591
 Date of contract January 28, 19 60 Specified work days 45
 Date work started April 5, 19 60 Work days used 45
 Project authorization \$ 26,983.13 Per cent of time elapsed 100 %
 Exclusive of engineering \$ 25,064.33
 Estimated cost of completed project, exclusive of engineering \$ 25,148.53
 Estimated per cent overrun or underrun 0.3 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$ 1,918.80
 Engineering cost to date \$ 1,834.59, 95.6 % Date project was completed May 27, 19 60

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100 %

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Completed Semi-final and submitted same to Division ,Wednesday

June 1, 1960.

Contractor's crusher still at Stockpile Site. They plan to move it
 out next week.

Final Report.

NOTED
 FORWARDED
 JUN 6 1960

NOTED
 JUN 6 1960

Note:
 M. N. Juve

Signed

Address

Carl M. Williams
 PO Box 948, Lakeview, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			10,000 cy		
Total quantities corrected to date			10,354.7 cy		
Estimated quantities moved or placed to date			10,354.7 cy		
Average daily quantities			230 cy		
Average daily quantities necessary to complete project on time			—		
Number shifts per day			—		
Hours per shift			—		
Average force on project for week			—		

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	fair		
Wednesday	fair		
Thursday	fair		
Friday	fair		
Saturday			

RECEIVED
COMMISSIONERS
FEB 21 1960

M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERT, SECRETARY
SALEM

FOR FILING

19-8314

5591



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 24, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

N. A. Toole Construction Co.,
1235 SW 2nd Avenue
Ontario
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5591, awarded January 28, 1960,
for the Paisley-Valley Falls Rock Production
Project on the Fremont Highway in Lake County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
JAN 29 1960

FOR FILING

19-8314

5591

January 28, 1960

N. A. Toole Construction
1235 S. W. 2nd Avenue
Ontario, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5591 for the Paisley-Valley Falls Rock Production Project on the Fremont Highway in Lake County.

This award was based on your bid of \$23,485, which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

me

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC

I-5-4(35) McKenzie River-Willamette 1960
193 River Sec., Pacific Hwy. (Paving)
#5592

RECEIVED
MAY 10 1963

FOR FILING

FILED
5592

Salem, Oregon
May 10, 1963

L. I. Lindas
Chief Counsel

Summons and Complaint
Roy L. Houck Sons Corporation
Contract 5592

At 9:03 a.m. today (May 10) we were served by the Circuit Court for Marion County with a summons and complaint, by Roy L. Houck Sons Corporation, plaintiff. This action was filed to take judgment against the State Highway Commission in the sum of \$44,608.56, together with interest at 6% per annum from June 22, 1962, in connection with State Highway Contract No. 5592.

Attached are these documents.

Floyd Query, Secretary

jmc

NOTED ON CARD

LC

RECEIVED
MAY 14 1963

FORM 2-123

FOR FILING

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 10, 1963

Oregon State Highway Commission

Re: Roy L. Houck Sons Corp. v.
The State of Oregon, by and
through its State Highway
Commission

Gentlemen:

There has been filed in the Circuit Court of the State of Oregon for the County of Marion a damage action against the State of Oregon, by and through its State Highway Commission, in the sum of \$44,608.56.

The gist of the complaint is that the Commission did, on the 10th day of November, 1960, open a portion of the Interstate known as the McKenzie River-Willamette River Section of the Pacific Highway while it was still under construction by the plaintiff corporation. The public use of the highway prior to its completion caused the plaintiff delays and additional costs totaling \$44,608.56 for which the plaintiff demands judgment, together with costs and disbursements.

This matter has been turned over to our claims attorney for handling and I will keep you fully informed of the progress of this case.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:jm

cc: Forrest Cooper
R. L. Porter
Lloyd Shaw
P. M. Stephenson
Tom Edwards
Floyd Query
C. H. Maison
Robert Y. Thornton
John Phillips
I. A. DeFrance

NOTED
R. L. PORTER

RECEIVED
MAY 10 1963

FOR FILING

10-62

44823

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 6, 1963

Roy Houck Contract No. 5592

MEMO TO FILE:

SUBJECT:

On April 26, 1963, a conference was held in Mr. Lloyd Shaw's office between Messrs. Roy Houck, Lloyd Shaw, F. D. Morgan, G. A. Decker, Alan Johansen and the undersigned. Mr. Houck's various contracts were discussed, including the grinding of pavement to tolerance on the Goshen-Cottage Grove and Rice Hill Sections of the Pacific Highway.

Also discussed were the Evans Creek-Rock Point, the Halsey-Lane County Line and Portland jobs. It appears, at the present, that there will be no difficulty in winding up any claims on these particular locations.

The main discussion concerned the McKenzie River-Willamette River Section of the Pacific Highway, Contract No. 5592. The difficulty here involves an extension of time, which, Mr. Houck claims, was necessary after we requested him to open the highway to traffic before he was completely finished. The original claim was for 42 extra days. It appears the Commission approved an extension of 32 additional workdays, subject to approval by the Bureau of Public Roads, and the Bureau has denied the request. While it is difficult to keep Mr. Houck's discussion on any one particular subject, this writer's notes indicate that Mr. Houck claims that Mr. Edwards, in order to get traffic on the new section, promised him whatever additional costs would be involved to get the traffic moving.

Since we cannot pay Mr. Houck's claim without Bureau concurrence, it appears his only remedy is to file a case against the Highway Department on the above-mentioned contract claim.

Mr. Houck then discussed generally what he believes to be a change in highway policy over the years. He claims that many times in the past these matters were handled directly in the field or through one of our staff engineers without difficulty, but now we adhere strictly to the letter of the contract. With respect to the opening of highway sections before they are completed, he claims he must carry extra insurance and he is fearful that his insurance company may cancel out because of

NOTED
LLOYD P. SHAW

Memo to File
May 6, 1963
Page 2

several accidents which have happened on such highways. He definitely feels that extra days should be allowed a contractor when we request him to open the highway to traffic and therefore slow down his work. He felt that the policy of the Highway Department has always been to grant such additional time, the same as during strikes, and seemed unable to understand why this policy has changed.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks

cc: Mr. Lloyd Shaw
Mr. F. D. Morgan
Mr. G. A. Decker
Mr. Alan Johansen



RECEIVED
APR 11 1963

FOR FILING

1-4-113

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

April 8, 1963

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

SUBJECT: McKenzie River-Willamette River
Pacific Highway
Contract No. 5592
Houck Claim

BUILDING

L

The greater part of April 12, 1963, was spent in the office of Harley Mayfield, Resident Engineer, going over the various facets of Roy L. Houck Sons' claim on the above project.

This claim as presented last year was summarized in Memo of June 7, 1962, by F. B. Klaboe (copy attached). Condensed into 3 items, the claim at that time shaped up as follows:

Total of 21 itemized claims	\$12,997.62
42 days liquidated damages @\$250.00	10,500.00
"General Damages" (20% of work remaining after opening to traffic)	<u>44,668.48</u>
TOTAL CLAIM	\$68,168.10

In meeting of February 18, 1963, the contractor expressed a willingness to settle on a 10% basis, plus liquidated damages, and forget the 21 itemized claims. With figures available at the time, the claim would now be as follows:

42 days liquidated damages @\$250.00	\$10,500.00
"General Damages" (10% of work remaining after opening to traffic)	<u>18,502.00</u>
TOTAL CLAIM	\$29,002.00

The job was opened to traffic on November 10, 1960. At this time, in money value, approximately \$185,000.00 (13%) worth of work remained for Houck's outfit to complete (guardrail in amount of \$41,000.00 done by others). Also at this time 48 workdays (38%) of the original specified 125 remained.

Mr. Lloyd P. Shaw

-2-

April 8, 1963

The job was completed on September 23, 1961, at which time a total of 167 workdays had been charged, which accounted for the 42 days overcharge.

It is obvious here the job was not prosecuted in an efficient manner after the November 10, 1960 date. The contractor expressed the belief that liquidated damages would not be assessed.

By letter of October 20, 1961, directed to Houck (copy attached) the Commission granted 32 additional workdays subject to concurrence of the Bureau of Public Roads. The Bureau has steadfastly refused to concur in this extension.

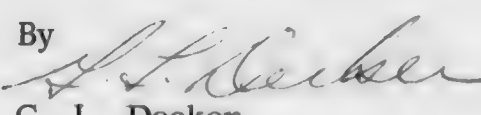
The attached summary of amounts paid on Extra Work Orders has underlined in red the amounts paid the contractor for extra work resulting from the November 10, 1960 opening. The total amounts to \$16,504.58. We believe this adequately covers the extra actual expense incurred by the contractor because of the opening, and no further amounts should be allowed on a "percentage" basis, unless allowed by a court of law.

The above data lends itself toward complete denial of any further claims by the contractor. However, the conditions of the case may present a legal foundation to the contractor for claiming release from the entire 42 days assessed liquidated damages. If this is determined to be true, I would recommend the contractor be offered relief from all liquidated damages, but denied any and all other claims.

Since time for the contractor to file suit on this project is fast expiring, the legal decision should be made at the earliest possible time.

F. D. Morgan
Construction Engineer

By


G. L. Decker
Assistant Construction Engineer

GLD:bjh
Attachments

cc: L. I. Lindas
L. R. Chandler
Harley Mayfield

Discussed this with Rohde - he feels there is no advantage in stating filing date.

Contr - 5592

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 7, 1962

SUBJECT: McKenzie River-Willamette River Section

Contract
5592.

To:

MEMO TO THE FILES

The contractor on this project, Roy L. Houck Sons' Corporation, has submitted 21 claims. They are numbered from A through V, with the exception of I. An analysis of each claim is listed below:

CLAIM A: Paving Under Traffic at East end of "Q" Street -- \$255.69

Rej.
7

This claim should be denied. The section referred to had traffic over it when the job was awarded and at no time was he guaranteed that it would be removed from his work. Furthermore, the contractor only had one paver on the job and, therefore, pulling hot panels requires the same backing up (in smaller increments) mentioned here. In addition, most work here consisted of pulling tapered sections, requiring moving back and forth.

CLAIM B: (Part a) Changing mix at Engineer's direction) -- \$255.69
(Part b) Extra work laying fine mix)

O.K.

There is no lost time changing the number of bins used in a mix. However, there is no question but that the street work involved acted to cause a loss of production. Laying material by hand methods, as was required here, takes more time than straight machine work. The contractor worked about 5-6 days on this operation. Part of each of these days was spent on the tapered lifts. We have no records to substantiate actual production losses, but believe that an aggregate lost time of one hour of production for the entire operation is justified and, undoubtedly, conservative. Under the circumstances, we believe that this is valid and should be considered for payment.

CLAIM C: Out of Direction Travel when filling Water Truck -- \$536.61

Rej.

The water wagon may have been used once for a short time to cool a panel -- however, we did not request and did not even want him to do it. If he did this it was for his benefit and against our order.

MEMO TO THE FILES

-2-

June 7, 1962

The paving operation was always coordinated by us to allow the contractor sufficient working room to perform all operations inherent in the work. We barricade off one lane adjacent to the area being paved and paid 100% for flagmen when they were necessary. Any out of direction travel that the contractor may have done when watering his rollers was his choice. Furthermore, there was no additional roller placed on the job and no additional expense can be involved.

The rollerman usually must come earlier and leave late as a part of the job. Our actions did not make this any different.

The truck was always returned to the shops anyway.

We believe this claim is totally unworthy.

CLAIM D: Additional Haul During Paving -- \$3,032.21

*Paid
EW O#13*

The contractor was paid \$976.68 under Extra Work Order #13 for extra truck haul. We were liberal in allowing this extra haul and believe that it was paid for all the costs involved. Claim is invalid.

CLAIM E: Extra Service Man Required -- \$1,003.93

Rej.

Under Extra Work Order #8 we paid 100% of all flagging performed on the job pertaining to this project. We didn't "quibble" about any that was actually performed. The total paid was \$6,861.70. This claim is for work performed by these flagmen and, if it was required, was paid for under Extra Work Order #8. Not valid and not authorized or required.

CLAIM F: Using Timekeeper as Night Watchman -- \$200.13

Rej.

This claim is for something that is inherent on every job. There was other ways into his shop area than from the highway, and anyone desiring to steal or damage his property would probably come from the other ways. This is also invalid.

CLAIM G: Extra Costs for Oiling Crew -- \$2,602.19

Part (a) Contractor was paid for out of direction travel on hauling rigs under Extra Work Order #13. He was offered ample room to do oiling work in a normal manner. If he used the median area (and we never saw him do so) or parked

June 7, 1962

off the highway, it was his own choosing. As is proper, we discouraged filling the distributor on P.C.C. because of spillage. He could use the shoulder. This part is not worthy.

Part (b) We did require the contractor to curtail his length of shots, but not as a result of traffic involvement; rather, it was done in order to assure that the 0-11 oil mat would be completed through the first seal at the end of each day's work. This is standard procedure. However, there appears to be some justification to a small claim for extra preparation of the base for oiling. The Resident Engineer is analyzing all records to determine this value, if any.

Part (c) The oiling operation proceeded normally at all times without any effect from traffic except that which has been paid for under extra haul, 100% flagging, and other Extra Work Orders. We were as liberal as possible on these items and believe that the contractor has been fully compensated for working under traffic. If he needed any more flagmen, or signs or barricades, he could have had them without even asking, as we gave him complete authority where these matters were concerned.

Part (d) See Part (b) of this claim.

Part (e) As far as we know, we have paid for all this work under Extra Work Orders 10 and 12. If the contractor can document further work of this nature, we will contribute further. No bills that have been validated for this job have been disputed except those chargeable to the Trowbridge operation (a concurrent contract).

Part (f) Already answered above.

Part (g) We paid broom time liberally under Extra Work Order #9 when it was justified. Had to broom under normal operations anyway to place rock in proper area.

All of Claim G, except the possibility of some extra preparation, is invalid.

CLAIM H: Extra Haul on Water

--

\$316.90

The water source at Harlow Road was the most centralized location to the area where the major portion of the water was used, namely the "Q" Street interchange. Prior to opening the highway the contractor had already elected to use the Harlow Road source. This claim is not valid.

MEMO TO THE FILES

-4-

June 7, 1962

CLAIM J: Extra Blade Time

--

\$1,196.55

(1) Contractor's own equipment contributed major part of the compaction during laying P.C.C. pavement.

(2) Contractor bladed the base rock beyond the redtop lines before traffic was turned on roadway to obtain wider area for operation of his paving equipment.

(3) Hired blade used to blade back the material that had been moved beyond the normal shoulder line under number (2) above. Claim J not justified.

CLAIM K: Extra Haul on 3/4-0

--

\$1,057.79

This claim was paid under Extra Work Order #13.

CLAIM L: Extra Timekeeper

--

\$797.98

An extra timekeeper might have been hired to take care of preparing the claims; however, on any allowable claims a 15% allowance is granted for administration, overhead, etc. Loading barricades would be paid under Extra Work Order #10. It is normal procedure for the foreman to report job information to the timekeeper at the company office.

CLAIM M: Underpayment for Blading Shoulder

--

\$92.56

Extra Work Orders #9 and #9 Supplement contained liberal allowance for this work. This additional claim is not justified.

CLAIM N: Covering of Oil

--

\$93.84

All materials paid for at bid prices. Not justified. Contractor was merely required to cover all oil he shot.

CLAIM O: Reshaping "A", "B", "C" and "F" Lines

--

\$372.80

Contractor was instructed by the Division Engineer and the Resident Engineer to oil this area prior to the opening of the highway. Area was ready for oiling on the 18th of October. Highway opened to public on November 10th. Contractor's own fault in not pursuing this work. However, he was directed to concentrate on other work in order to open the highway and a shortage of help resulted in not being able to finish this work. I believe this claim is valid, depending on an audit of charges.

OK.

MEMO TO THE FILES

-5-

June 7, 1962

CLAIM P: Damage to Waterline Conduit -- \$586.26

No

The location of the conduit in question is shown on the plans and the subcontractor on the installation of the median barrier was also warned of its existence. He acknowledged responsibility for the damage prior to the termination of his subcontract. Refer to 1.7.15 of Standard Specifications, Contractor Responsibility.

No

CLAIM Q: Reinstalling Sign -- \$62.62

The contractor, himself, knocked this sign down with his blade. Claim is not valid.

CLAIM R: Cleanup around Signs -- \$186.74

No

We don't know what this claim is about and don't feel he has anymore coming in connection with this work. All work of this type that was our obligation was paid for under Extra Work Order #12.

CLAIM S: Removal of Extra Concrete and Trash -- \$71.37

O.K.

This material was dumped on the right of way after the contract was let and was in an area that had been used as a detour. Some of the fill material in the detour itself had not been removed at the time these blocks, etc. were picked up. There were 6 cubic yards of materials involved and the Resident considers the time turned in for the removal is excessive. In addition, the contractor cannot look to us, but must look to the person who dumped the material for removal payment. Not valid.

CLAIM T: 1. Preparation of Detour -- \$23.46

No.

Materials used to construct this detour were paid for at bid prices. This is for truck time that hauled the material. Rejected.

No.

2. Extra Broom Core -- \$49.61

Two broom cores have been paid for. Brooming time amounts to 16 hours and a broom core normally lasts longer than 8 hours of operation. That is all that was used, anyway. Rejected.

MEMO TO THE FILES

-6-

June 7, 1962

3. Flagging -- \$158.42

No.

This flagging was done during the hauling of rock to the "Q" Street-Ferry Street contract and has no bearing on this contract. If the claim is legitimate it should have been against the said "Q" Street-Ferry Street job. Rejected.

4. Time on Extra Haul -- \$44.27

No.

Haul paid for under Extra Work Order #13 in accordance with time cards turned in by contractor. The time turned in on the claim exceeded the time card total and the extra time was refused by the Resident. The final claim as paid under this Extra Work Order tallied with the time cards. Rejected.

CLAIM U: Liquidated Damages -- \$10,500.00

This for return of 42-days that contractor ran over at \$250.00 per day. We did recommend that 32-days extension be allowed, but could not get the Bureau of Public Roads to concur. Under the circumstances, we had no alternative but to deny any extension whatsoever.

The total amount of all claims listed above is \$23,497.62.

In addition to the claims listed above, the contractor asks for "general damages" amounting to 20% of the work remaining when the highway was opened to traffic. This claim amounts to \$21,170.86 and is arrived at as follows:

Total paid contractor		\$1,427,040.41
Total paid contractor when highway was opened to traffic (Dec. 1960 est.)		- 1,185,306.62
Work done after highway opened		241,733.79
Sum of all E.W.O. paid		- 18,391.37
		<u>\$ 223,342.42</u>
¹⁰ 20% of \$223,342.42	=	\$ 44,668.48
Sum of Claims A thru V	=	<u>23,497.62</u>
 TOTAL THIS CLAIM		 <u>\$ 21,170.86</u>

MEMO TO THE FILES

-7-

June 7, 1962

This claim is also unworthy inasmuch as the contractor was paid for all extra costs incurred by him which were the result of working under traffic.

The grand total of all claims is, therefore \$44,668.48. We could possibly find a vague justification for about \$700.00 of the claims. There may also be some room for justifying the liquidated damages portion of the claims (which amounts to \$10,500.00) on the basis of an oral commitment by the Department to the effect that the contractor would not be penalized if he got the highway open to traffic in 1960. The Bureau of Public Roads has steadfastly refused to approve any increase, although we recommended a 32-day extension and the Commission stated that they would approve if the Bureau of Public Roads would also.

Under the circumstances, I recommend that the contractor be advised that we can find no common ground for offering a settlement of the claims and that it is, therefore, entirely rejected.

Covered in letter of Oct 20-1961

Commissioner

\$250.00 per day

F. B. Klaboe

F. B. Klaboe

Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter ✓
L. I. Lindas
L. R. Chandler
C. H. Maison
H. B. Mayfield

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT

SALEM
October 20, 1961

Rey L. Houck Sons' Corp.,
1535 20th Street NE
Salem
Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 20, 1961, had under discussion your request for an extension of time for 40 additional workdays from 125 days to 165 days within which to complete your contract #5592 without the assessment of liquidated damages, for paving the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

The Highway Commission granted you 32 additional workdays, from 125 days to 157 days, subject to concurrence of the Bureau of Public Roads. This action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: F. D. Morgan
Harley E. Mayfield ✓
Tom Edwards
Bureau of Public Roads
R. L. Porter
C. H. Maisen

OREGON STATE HIGHWAY
DEPARTMENT

TABULATION SHEET
SHEET OF SHEETS

McKenzie River -
Willamette River
Contract 5592
Prefix 620-1053

Amounts paid on extra work orders.

E.W.O. #		Amount Paid	
1	Flagging (57%)	1,628.00	
2	Remove excess embankment.	196.26	
3	Drill for dowel bars	110.83	
4	Remove & reinstall conduit	12.60	
5	Connect Storm Drain	55.22	
6	Temporary Sight Posts	733.02	0
7	Overtime to prepare for paving	112.96	0
8	Flagging (100%)	6,861.70	0
9	Remove 3/4" - 0 Material	2,742.69	0
10.	Remove & Replace portable barrier	2,961.34	0
11	Remove 1" Concrete	eliminated.	
12	Finishing around posts	1,798.52	0
13	Extra truck haul	976.68	0
14	Dig through extra A.C.	207.07	0
	Total	\$ 18,396.89	
P.A. #	Amounts paid on microcomputer price agreements.		
1	Furnish & place additional cushion course material	9,214.88	
2	Hauling A.C. Mixture (from belts road plant site)	7,156.37	0
3	Hauling A.C. Aggregates (From Brabham plant site to belts road)	3,101.15	0
4	Cement Adjustment (in favor of the State)	2,140.80	
5	Load & Haul A.C. Aggregates (from Miller pit site to belts road)	2,003.50	0
6	Replace guide posts and/or parts of same destroyed by traffic	110.60	0
	Total	\$19,445.70	
		37,842.59	28,765.60

RECEIVED
APR 5 - 1963

FOR FILING

4/5/63
5512

April 4, 1963

Mr. A. M. Furman
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

On November 27, 1962, we submitted final vouchers
I-5-4(35)193, I-105-4(204)193 and 3-145(7) concerning our
Contract No. 5928, Willamette River-Willamette River Section.

We have been advised the contractor is presently
preparing claims for additional compensation and for this
reason, request these vouchers be processed as semi-finals
rather than finals as submitted. The final vouchers will
be submitted subsequent to settlement of these possible
claims.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:mb

RECEIVED
APR 9 - 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 13, 1963

To: MEMO TO THE FILES

SUBJECT: Roy L. Houck Sons' Corp.
Claims on Contracts 5478,
5592, 5762 and 5834

On February 13 a meeting was held in the Construction Engineer's office for the purpose of discussing contractor's claims on the four subject named projects. The following were in attendance:

For Contractor

Roy L. Houck Sr.
Roy L. Houck, Jr.
Carlos (Cub) Houck
James Houck
Orville Thompson

For State

Lloyd Shaw
F. D. Morgan
L. R. Chandler
R. D. Asburry
Fred Klaboe
A. H. Johansen
A. V. Benedict
H. N. Hoover
W. E. Maltby
G. L. Decker

Contract No. 5478 - Halsey Interchange-Lane County Line
Pacific Highway

On March 5, 1962, a previous meeting with the contractor was held to discuss the four separate items in this claim. By letter of May 2, 1962, a basis for settlement was offered the contractor, with no allowance for claim 2, cost of bringing stockpiled rock to Oregon State Highway standards. 946 cubic yards of rock are involved. The contractor, in the present meeting, agreed to a deduction of 50 cents per cu. yd. (what he sold it for) from the costs, and it was agreed to process the claim on this basis. Contractor to furnish specific data for check.

NOTED
LLOYD P. SHAW

February 18, 1963

Contract No. 5592 - McKenzie River-Willamette River
Pacific Highway

This claim as originally submitted in the spring of 1962 consisted of 21 items, including \$10,500.00 for liquidated damages. In this meeting the contractor pointed out that the rather elaborate detail was to bring forth the added difficulties of working under traffic (section opened to traffic November 10, 1960, before completion). In actual added costs, it was the contractor's contention this amounted to approximately 10% of all unfinished work, including cost of materials. Previous recommendations had been to reject the claim in its entirety for the lack of common grounds for determination of settlement. The contractor was advised the reaction of the Commission would be required before any further action.

Contract No. 5762 - S.W. Lowell St.-S.W. 11th Ave. Unit
Pacific Highway

This project was also opened to traffic before completion. A claim has been submitted by the contractor and he has verbally stated more will follow. Complete analysis will wait until all claims are in. A considerable difference of opinion developed regarding actual increases of travel time for construction equipment as a result of opening this section to traffic. Resident Engineer Maltby and Jim Houck are to resolve this by actual trips together over the questioned routes. In addition, to effected cost from traffic the contractor will ask for relief from 21 days liquidated damages (\$5,250.00) and the extra cost of Public Liability Insurance.

Contract No. 5834 - Evans Creek-Rock Point
Pacific Highway

Claim here is for relief from liquidated damages. Contractor had planned to place guardrail ahead of surfacing in effort to avoid liquidated damages. Subcontractor (R & M), because of strike, was unable to accomplish this. Division is to check all circumstances surrounding strike, particularly how long it actually took for R & M to reorganize. Upon receipt of Division report, some recommendation will be made on this claim.

MEMO TO THE FILES

-3-

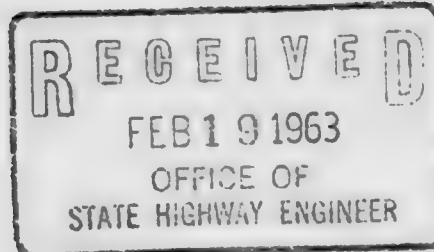
February 18, 1963

The contractor has expressed his intent to seek court settlement on all four projects providing other negotiations fail.


G. L. Decker
Assistant Construction Engineer

GLD:bjh

cc: Lloyd P. Shaw
L. R. Chandler
Fred Klaboe
R. D. Asburry
Alan Johansen (Legal)

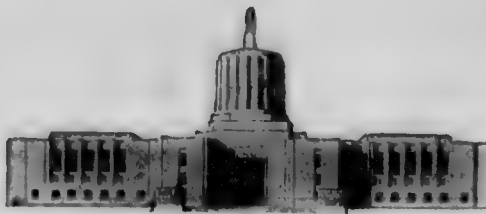


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FEB 5 1963

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 30, 1963

Roy L. Houck Sons' Corporation
1585 20th Street, N.E.
Salem, Oregon

RE: Oregon State Highway
Contracts No. 5592, 5478,
5834 and 5762

Gentlemen:

We were recently asked by your James Houck if a different time than February 13, 1963 could be arranged for the meeting to evaluate claims by your corporation for work performed on Oregon State Highway contracts 5592, 5478, 5834 and 5762.

This will advise that it was not possible to arrange a meeting on either of the two days requested (February 15 or 18) due to conflicting schedules. Therefore, the time and place for this meeting will remain the same as established in our letter of January 16, that is 9:00 A.M. on February 13, 1963, in the office of Mr. Frank Morgan, Construction Engineer.

Very truly yours,

F. D. Morgan
Construction Engineer

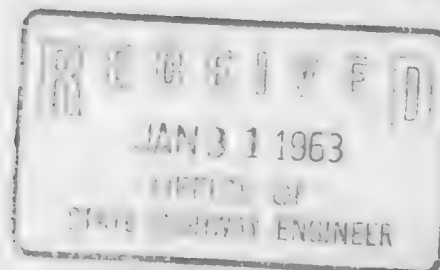
By

G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:fp

cc Lloyd Shaw
L. I. Lindas
F. B. Klaboe
R. D. Asburry
L. R. Chandler

NOTED
LLOYD P. SHAW



RECEIVED
JAN 17 1963

FOR FILING

GLENN L. JACKSON, CHAIRMAN
MEDFORD

KENNETH N. FRIDLEY, MEMBER
WASCO

DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 16, 1963

Mr. Roy L. Houck, Sr.
Roy L. Houck Sons' Corporation
1585 - 20th Street, N. E.
Salem, Oregon

Re: Oregon State Highway
Contracts No. 5592, 5478,
5834, 5762

Dear Mr. Houck:

Your letter of January 7, 1963, requested a meeting to evaluate certain claims by your corporation for work performed on Oregon State Highway Contracts No. 5592, 5478, 5834 and 5762.

This will confirm our telephone conversation of today wherein 9:00 o'clock A.M. on February 13, 1963, in the office of Mr. Frank Morgan, Construction Engineer, was agreed upon as a time and place for this meeting.

Very truly yours,

F. D. Morgan
Construction Engineer

By

G. L. Decker
G. L. Decker
Assistant Construction Engineer

GLD:bjh

cc: Lloyd P. Shaw
L. I. Linds
F. B. Klaboe
L. R. Chandler

NOTED
LLOYD P. SHAW



PMT RSB 133 1-11-63, 11 45

LLOYD P. SHAW

RE YOUR TT NO. 108 THIS DATE. HAVE NO REASON FOR SPECIAL PREFERENCE
~~FOR ANY OF THE GIVEN DATES EXCEPT T~~
BUST

Advised Morgan

PMT RSB 133 1-11-63 11 45

LLOYD P. SHAW

RE YOUR TT NO 108 THIS DATE.

HAVE NO REASON AT THIS TIME, FOR SPECIAL PREFERENCE FOR ANY OF THE GIVEN
DATES EXCEPT THAT DAYS OTHER THAN MONDAY OR FRIDAY ARE EASIER TO MEET.
WILL BE IN SALEM ALL OF ~~THE~~ THE WEEK BEGINNING JANUARY 21 ON MORRISON-
KNUDSEN CASE. VERY NICE IF IT COULD BE DONE THEN.

L R CHANDLER
LF 03.

NOTED
LLOYD P. SHAW

.RSM
RSB

PMT 108 1-11-63 9:13AM

L R CHANDLER

J. E. HOUCK IS REQUESTING A MEETING TO CONSIDER CLAIMS AGAINST SEVERAL PROJECTS. CONTRACTS NO. 5592 AND NO. 5834 WOULD BE OF INTEREST TO YOU. MR. MORGAN HAS FIVE DAYS IN THE MONTH OF FEBRUARY IN WHICH HE WILL BE FREE. THEY ARE THE 4TH, 5TH, 13TH, 14TH, AND 15TH. MR. KLABOE WOULD PREFER THAT THE MEETING BE HELD ON SOME DAY OTHER THAN THE 4TH. WILL YOU EXPRESS YOUR CHOICE AS TO ONE OF THE REMAINING DAYS. PLEASE ADVISE ME AS SOON AS POSSIBLE THAT I MAY RELAY THE INFORMATION TO MR. HOUCK.

))96\$ O. SHAWXX LLOYD P. SHAW
ASSISTANT STATE HIGHWAY ENGINEER

ADM
BH4.



NOTED
LLOYD P. SHAW

OREGON STATE HIGHWAY DEPARTMENT

Interdepartment Teletype Message

To Station RSB from Station Adm No. _____ Date 1-11-63 Time _____

L. R. CHANDLER

J. E. HOUCK IS REQUESTING A MEETING TO CONSIDER CLAIMS AGAINST SEVERAL PROJECTS. CONTRACTS NO. 5592 AND NO. 5834 WOULD BE OF INTEREST TO YOU.

MR. MORGAN HAS FIVE DAYS IN THE MONTH OF FEBRUARY IN WHICH HE WILL BE FREE. THEY ARE THE 4TH, 5TH, 13TH, 14TH, AND 15TH. MR. KLABOE WOULD PREFER THAT THE MEETING BE HELD ON SOME DAY OTHER THAN THE 4TH. WILL YOU EXPRESS YOUR CHOICE AS TO ONE OF THE REMAINING DAYS. PLEASE ADVISE ME AS SOON AS POSSIBLE THAT I MAY RELAY THE INFORMATION TO MR. HOUCK.

Reply Requested ()

Signed



LLOYD P. SHAW
ASSISTANT STATE HIGHWAY ENGINEER

Show

roy L. Houck Sons' Corporation
HEAVY CONSTRUCTION CONTRACTORS
1585 20th Street N.E.
Salem, Oregon

January 7, 1963

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Dept.
Salem, Oregon

Re: Oregon State Highway
Contracts 5592, 5478,
5834, 5752.

Dear Sir:

At our meeting on December 14, 1962 you advised us that a meeting with Mr. Rod Portor and representatives from the State of Oregon Legal department and our corporation would be held to evaluate the reimbursement of our expenses for work performed on the above mentioned contracts.

Since the statutory time limit for the settlement of these claims is nearing expiration, we again request this meeting.

We have exercised good faith with the Highway Department in attempting to negotiate the settlement of this matter, however if you continue to ignore this matter we will be forced to legal recourse.

Since our last discussion I have acquired a heavy schedule to make available the highway between Cottage Grove and Goshen to the motoring public and request this meeting be set up for early February.

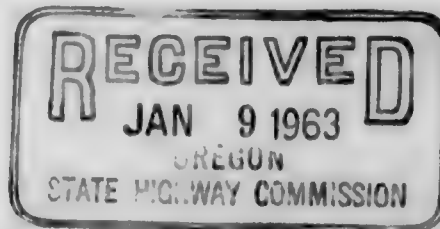
Very truly yours,

[Signature]
J. L. Houck

JMH/aa

cc: Mr. Forest Cooper
Mr. Rod Portor

*Morgan and the three
Division Engineers contacted as to
acceptable date - Only Klaboe
and Morgan had any dates - Dates
acceptable are Feb 5, 13, 14, 15*



Contract 5592 *75-60*

Monthly transaction number 7-3	Form 2A (5-31-57)	U. S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS
MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT		to Oregon
Project report number I 5-4 (35) 193 5592		County Lane
		Project number 8-145(7)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 14, 1960, is hereby modified as follows:

Revised estimated total cost of project \$ 74,782

Revised Federal funds \$ 45,000

Other revisions

Revised to include signing.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 5 day of July, 1960.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

DEPUTY

State Highway Engineer
(Title)

By

(Title)

By

(Title)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By

C. G. Polk

Division Engineer

By

R. C. Wright

Administrative Manager

June 29, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the McKenna River-Willamette River Section (Pacific Highway-East), Project No. S-145(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Encl.

June 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for modification of project agreement for the McKenzie River-Willamette River Section (Pacific Highway East), Project No. S-145(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

ENC:bb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-145(7)

MCKENZIE RIVER-WILLAMETTE RIVER SECTION (PACIFIC HIGHWAY-EAST)

OF THE EUGENE-SPRINGFIELD HIGHWAY IN LAKE COUNTY

(Estimate as a basis for modification of project agreement. Based on low bid prices).

Salem, Oregon, June 15, 1960

Type Code 6201

Roadway (Sta. 152+62.63 to Sta. 177+00) (Contract No. 5592)

Metal Guard Rail	220 lin. ft.	\$2.40	\$ 528.00
Metal Median Barrier	2,000 lin. ft.	3.75	7,500.00
Guide Posts, Type "W-1"	26 only	6.00	156.00
Coarse Crushed Material in Base	27,000 tons	0.92	24,840.00
3/4" - 0 Material in Base	2,800 tons	0.92	2,576.00
Sprinkling	570 M-gal.	2.00	1,140.00
Preparation of Base	All Required (10%)		400.00
3/4" - 0 Material in Binder Course	200 cu. yds.	3.00	600.00
Furnishing and Placing Aggregates	360 cu. yds.	3.50	1,260.00
BC-3 Asphalt	32 tons	40.55	1,297.60
120-150 Asphalt	28 tons	38.00	1,064.00
RS-1 Asphalt	10 tons	40.00	400.00
Asphaltic Concrete Mixture	4,680 tons	3.25	15,210.00
Asphalt in Mixture	260 tons	31.00	8,060.00
Asphaltic Concrete Traffic Markers	780 lin. ft.	0.75	585.00
			<u>\$65,616.60</u>
Flagging (57 1/2% of Contractor's Costs)	All Required		1,000.00
			<u>\$66,616.60</u>

Signing (Sta. 152+62.63 to Sta. 177+00) (Contract No. 5715)

Furnish 8-inch DP 36# Piling	52 lin. ft.	\$4.25	\$ 221.00
Drive Steel Piles	2 each	50.00	100.00
Metal Sign Posts	All Required (10%)		170.00
Type "A" Signs in Place	144 sq. ft.	6.00	864.00
Sign Covers	All Required (5%)		12.50
			<u>\$ 1,367.50</u>
	Subtotal		\$67,984.10
	10% Engr. & Cont.		6,797.90
	Total		<u>\$74,782.00</u>

Length of Roadway - - - - - 0.461 Mile
Cost of Roadway Per Mile- - - - - \$162,216.91

Federal Funds - - - - - \$45,000.00
State Funds - - - - - 29,782.00
\$74,782.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
JAN 13 1963

Contract 5592

Monthly transaction number FOR FILING	For -2A (5-31-57)	U. S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 411(35)193	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT		County Lane
			Project number 8-145(7)

The Project Agreement for the above-referenced project entered into between
5592
the undersigned parties and executed by the Division Engineer on **July 5**,

19 **60**, is hereby modified as follows:

Revised estimated total cost of project	\$ <u>74,440.00</u>
Revised Federal funds	\$ <u>46,420.00</u>
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **8** day of **January**, 19 **63**.

OREGON STATE HIGHWAY DEPARTMENT

(Official name of Highway Department)

By *[Signature]*

Asst **State Highway Engineer**
(Title)

By _____

(Title)

By _____

(Title)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XXX **A. W. Parsons**
By Division Engineer

BY: *[Signature]*
L. R. Backlund, Administrative Mgr.

January 4, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of
project agreement, signed by a Highway official, for the
McKenzie River-Willamette R. Section, Project No. S-145(7).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

ENC:bb

RECEIVED *Contract No 5592* *3-14-60 A*

Monthly Transportation No. *3-106* Form *1-2* U.S. DEPARTMENT OF COMMERCE
(9-10-57) BUREAU OF PUBLIC ROADS

State **Oregon**

County **Lane**

Project Report No. *FILED*
I-5-4 (35) 193

FEDERAL-AID PROJECT AGREEMENT

Project No. **S-145(7)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
St. Rd. Pacific Hwy. E. 0.5 mile
(Approx. Jct. FAI - 1 east 0.5 mile)

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	12-31-59	0.5
Other (Specify)		

FUNDS

Estimated total cost of project	Federal funds
\$ 73,278	\$ 44,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By *[Signature]*
Deputy State Highway Engineer
(title)

By _____
(title)

By _____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX **C. G. Folk**
Division Engineer

By: *[Signature]*
R. C. Wright
Acting Administrative Manager

Date executed by
Division Engineer **March 14, 1960**

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the McKenzie River-
Willamette River Section (Pacific Highway-East), Project No.
S-145(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

February 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as
a basis for project agreement for the McKenzie River-
Willamette River Section (Pacific Highway-East), Project
No. S-145(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid Secondary
Project No. S-145(7)

McKENZIE RIVER-WILLAMETTE RIVER SECTION (PACIFIC HIGHWAY-EAST)

OF THE EUGENE-SPRINGFIELD HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 26, 1960

Type Code 6201

Roadway (Sta. 152+62.63 to Sta. 177+00) (Contract No. 5592)

Metal Guard Rail	220 lin. ft.	\$ 2.40	\$ 528.00
Metal Median Barrier	2,000 lin. ft.	3.75	7,500.00
Guide Posts, Type "W-1"	26 only	6.00	156.00
Coarse Crushed Material in Base	27,000 tons	0.92	24,840.00
3/4" - 0 Material in Base	2,800 tons	0.92	2,576.00
Sprinkling	570 M-gal.	2.00	1,140.00
Preparation of Base	All Required (10%)		400.00
3/4" - 0 Material in Binder Course	200 cu. yds.	3.00	600.00
Furnishing and Placing Aggregates	360 cu. yds.	3.50	1,260.00
RC-3 Asphalt	32 tons	40.55	1,297.60
120-150 Asphalt	28 tons	38.00	1,064.00
RS-1 Asphalt	10 tons	40.00	400.00
Asphaltic Concrete Mixture	4,680 tons	3.25	15,210.00
Asphalt in Mixture	260 tons	31.00	8,060.00
Asphaltic Concrete Traffic Markers	780 lin. ft.	0.75	585.00
			\$ 65,616.60
Flagging (57 1/2% of Contractor's Costs)	All Required		1,000.00
			\$ 66,616.60
	Subtotal		\$ 66,616.60
	10% Engr. & Cont.		6,661.40
	Total		\$ 73,278.00

Length of Roadway. 0.461 Miles

Cost of Roadway Per Mile . . . \$158,954.44

Federal Funds	\$ 44,000.00
State Funds	29,278.00
	\$ 73,278.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint: Chap. 529, Laws 1939.

RECEIVED
JAN 16 1963

FOR FILING

44-15
6272

January 7, 1963

Mr. F. D. Morgan
Construction Engineer
Oregon State Highway Dept.
Salem, Oregon

Re: Oregon State Highway
Contracts 5592, 5474,
5734, 5702.

Dear Sir:

At our meeting on December 14, 1962 you advised us that a meeting with Mr. Ted Fortor and representatives from the State of Oregon Legal Department and our corporation would be held to evaluate the reimbursement of our expenses for work performed on the above mentioned contracts.

Since the statutory time limit for the settlement of these claims is nearing expiration, we again request this meeting.

We have exercised good faith with the Highway Department in attempting to negotiate the settlement of this matter, however if you continue to ignore this matter we will be forced to legal recourse.

Since our last discussion I have acquired a heavy schedule to make available the highway between Cottage Grove and Gresham to the motorist public and request this meeting be set up for early February.

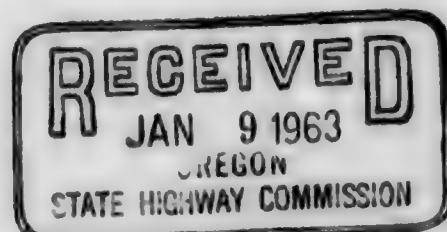
Very truly yours,

J. E. Houck
J. E. Houck

Jeh/aa

cc: Mr. Forrest Cooper
Mr. Ted Fortor

NOTED
FORREST COOPER



CONFIDENTIAL
NOV 9 5 1962

5592

PAUL K. HESTER
WILLIAM C. HESTER

Portland Cement Ceres

SHEET .. 1 .. OF .. 1 .. SHEETS

NOV 1 1965

RECEIVED
SEP 10 1962

FOR FILING
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 6, 1962

Mr. Roy L. Houck, Sr.
Roy L. Houck Sons' Corporation
1585 - 20th Street, N. E.
Salem, Oregon

Re: McKenzie River-Willamette River Section

Dear Mr. Houck:

The matter of the claims on this project has once more been reviewed by staff members and the Legal section of the Oregon State Highway Department. As stated in prior correspondence, we can see no justification for a settlement in your favor.

I would like to state, however, that our door is always open to any new evidence or further arguments that you wish to present on your behalf, and that if you wish you can establish a conference with members of this department or with our superiors by phone.

Very truly yours,

F. D. Morgan
Construction Engineer

By

F. B. Klaboe
Assistant Construction Engineer

FBK:bjh

cc: R. L. Porter
L. I. Lindas
L. R. Chandler

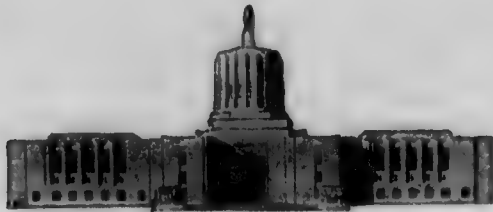
NOTED
R. L. PORTER

RECEIVED
SEP 7 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 14 1962

GLENN L. JACKSON, CHAIRMAN
FOR FILING
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 17, 1962

Mr. Delbert M. Hubbard
Claims Representative
United Pacific Insurance Company
1355 Oak Street - Box 549
Eugene, Oregon

RE: Your File #62-35352
Our File: McKenzie River-Willamette River Section
Contract No. 5592

Dear Sir:

On July 25, 1962, you wrote us requesting that we forward the Resident Engineer's diaries to Mr. H. E. Mayfield so that he could determine the traffic pattern that existed on July 11, 1961. We are informed that Mr. Mayfield now has these diaries and has the information you require. Please contact him at your convenience.

Very truly yours,

F. D. Morgan
Construction Engineer

By

F. B. Klaboe
F. B. Klaboe

Assistant Construction Engineer

FBK:bjh

cc: R. L. Pirter ✓
L. R. Chandler
H. E. Mayfield



NOTED
P. L. LISTER

Eugene Branch • 1355 Oak Street • Box 549 • Eugene, Oregon



United Pacific Insurance Company
United Pacific Life Insurance Company
Cascade Insurance Company

July 25, 1962

CONSTRUCTION DIVISION
RECEIVED

JUL 30 1962

NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE CUE

State Highway Department
State Highway Building
Salem 10, Oregon

Attention: Forrest Cooper

Insured: M and W Trucking Co.
File #62-35352
Date of Loss 7/11/61

Dear Sir:

This company carries a policy of liability insurance on M and W Trucking. On July 11, 1961, one of their logging trucks was involved in an accident near the "Q" Street overcrossing of the freeway east of Eugene. At the time of this accident workmen were still paving portions of this overcrossing and traffic was controlled by flagmen.

We are trying to determine what was the traffic pattern at the time of this accident. We understand that the traffic was re-routed through a detour due to some paving operations. We would like to know the routes of these detours. Mr. H. E. Mayfield, here in Eugene, advises me that he can determine this traffic pattern with the aid of the engineers diaries which are presently in your Salem office. Mr. Mayfield suggested that I write to you and request that these diaries be returned to him so that he may clarify this traffic pattern confusion for us. Would you please return the engineers diaries for the month of July to Mr. Mayfield.

Your co-operation in the handling of this matter is greatly appreciated.

Yours very truly,

UNITED PACIFIC INSURANCE COMPANY

Delbert M. Hubbard
Delbert M. Hubbard
Claims Representative

DMH/mj
cc: Mr. H. E. Mayfield
2141 East 15th, Eugene, Oregon

*McKenzie R - Willamette R. Paving
Contract 5572
No diaries with final estimate. Called
Kulim 3 Aug.*

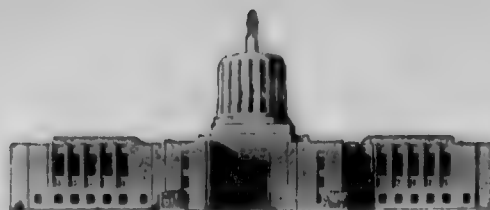


Copied to Cooper

RECEIVED
FORM 8-122X 100M 4-51
JUN 26 1962

FOR COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 22, 1962

Mr. Roy L. Houck, Sr.
Roy L. Houck Sons' Corporation
1585 - 20th Street, N. E.
Salem, Oregon

Re: McKenzie River-Willamette River Section
Contract No. 5592

Dear Mr. Houck:

Reference is made to the twenty-one claims totalling \$44,668.48 on this project. We have thoroughly investigated each and every one of them. From the information gathered from this investigation and from our records of the job, we feel that a claim in this amount is completely unworthy.

If you feel that a further discussion of these claims is indicated, please advise a time that would be convenient for you and we will attempt to set up a conference.

Very truly yours,

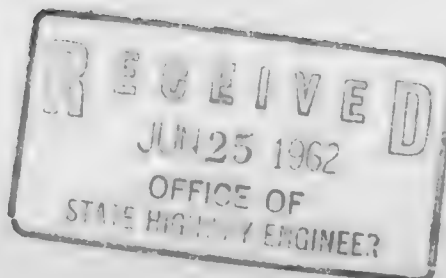
F. D. Morgan
Construction Engineer

By

F. B. Klaboe
F. B. Klaboe
Assistant Construction Engineer

FBK:bja

cc: R. L. Porter
L. I. Linde
L. R. Chandler
Harley Mayfield



NOTED
R. L. PORTER

RECEIVED
APR 11 1962

FOR FILING

5592

April 11, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

A post-final payment in the amount of \$6,133.02 will be made to Roy L. Houck Sons' Corp., on contract #5592 for paving the McKenzie River-Willamette River Section of Pacific Highway in Lane County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be \$1,427,040.41, including the post-final payment. Of the total, \$18,391.37 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

RECEIVED
MAR 23 1962

FOR FILING

5692

March 23, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 12 - Supplementary, covering finishing work around light posts on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County, Contract No. 5592, in connection with Federal-Aid Project Nos. I-5-4(35)193, I-105-I(104)195 and S-145(7).

The original of this Order was approved by the BPR, September 18, 1961. More work than was anticipated was required and the supplement is to cover the overrun.

Approval has been verbally recommended by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DPF:bb

RECEIVED
MAR 23 1962

FOR FILING

5592

March 23, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 8 - Supplemental, covering flagging at a truck crossing on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County, Contract No. 5592, in connection with Federal-Aid Project Nos. I-5-4(35)193, I-105-4(104)195 and S-145(7).

The original Order covering this work was approved by the BPR April 10, 1961. More work than was anticipated was necessary. This supplement is to cover overrun of the original Order. Approval has been verbally recommended by the BPR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBF:bb

FORM CD-121
(9-22-59)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street N. E.
Salem, Oregon

FOR FILE
44-421172
TO : Mr. Forrest Cooper, State Highway Engineer Salem, Oregon

DATE: March 19, 1962

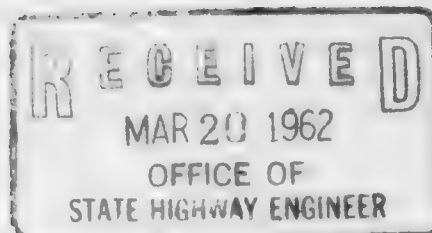
FROM : C. G. Polk, Division Engineer
Salem, Oregon
08-35.4DA

Copy To:

3-20-62

SUBJECT: Oregon Projects I-5-4(35)193, I-105-4(104)195 and S-145(7),
McKenzie River - Willamette River Section, Contract No. 5592

As requested by Mr. Young's March 15, 1962 letter, you are hereby advised that the final inspection of the subject projects was made on December 5, 1961. The Bureau of Public Roads acceptance date was December 28, 1961, for the Secondary project and January 4, 1962, for the Interstate projects.



RECEIVED
MAR 16 1962

FOR FILING

5592

March 15, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Acceptance of Project

It is requested that we be advised by letter the date of acceptance by the Bureau of Public Roads of the following project:

McKenzie River-Willamette River Section of
the Pacific Highway in Lane County, paving,
Project Nos. I-5-4(35)193, I-105-4(104)193,
and S-147(7), State Contract No. 5592.

If the project has not been accepted by the Bureau of Public Roads, please advise us of the conditions necessary for your acceptance.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

RECEIVED
FEB 21 1962

FOR FILING

5592

February 21, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5592, awarded to Roy L. Houck Sons' Corp., for paving the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

This contract was completed on September 23, 1961, and as yet has not been accepted by the Highway Commission. Final payment in the amount of \$43,182.56 will be released to the contractor after acceptance by the Commission. The total contract amount is \$1,420,907.39, of which amount \$15,399.68 represents force account items.

You have been previously notified that claims have been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

RECEIVED
JAN 5 1962

FOR FILING

5592

January 2, 1962

Ray L. Housk Sons' Corporation
1585 - 20th Street
Salem, Oregon

Gentlemen:

On October 20, 1961, the State Highway Commission considered your request for an extension of 32 days without the assessment of liquidated damages on Contract No. 5592, the McKenzie River-Willamette River Section of the Pacific Highway in Lane County. The Commission agreed to granting your request, provided the Bureau of Public Roads would concur in the matter.

In spite of efforts by this Department, the Bureau of Public Roads has stated it will not approve this request. Under these circumstances, and in line with the Commission's action, this Department is unable to approve your request.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Mr. G. S. Paxson
Mr. H. L. Porter
Mr. Frank Morgan

RLP:ajw:er

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

477 Cottage Street, Salem, Oregon
CONSTRUCTION DIVISION

RECEIVED

DATE: December 18, 1961

NOTED: ☒ ☒ ☐ ☐ ☐
CE ACE ACE OOE

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

FROM : C. G. Folk, Division Engineer
08-35.4-DA Salem, Oregon

*Morgan
Young*

*Let's discuss this
10/2*

SUBJECT: Extension of Contract Time
McKenzie River-Willamette River Section
Pacific Freeway
Oregon Project 1-5-4(35)193
" " 1-103-4(104)193

We are in receipt of your letter of December 6, 1961 in which you expand somewhat upon your letter of October 16 concerning the above.

We are aware that the project was opened to traffic before completion and that this was not provided for under the terms of the contract.

In the absence of specific information as requested in the final paragraph of our letter of October 31, 1961, we will attempt to establish our position on this matter by discussing the items of the October 16 letter and your subsequent general comments of December 6.

Items No. 1, 3, 4, 5, 6, and 7 all are concerned with early opening to traffic as pointed out in paragraph 2 of your December 6, 1961 letter, and could conceivably have caused some delay, particularly if no compensating action was taken by the engineer. These items will be dealt with in more detail below.

Item No. 1 - Removal of barricades, sight posts, temporary asphalt, etc. (4 days) would seem to be an operation upon which records could easily be obtained to support actual time consumed, making use of an unsupported estimate unnecessary as part of the justification.

Item No. 3 - Erratic performance of work (2 days) should be supported by some basis, either by the engineers diary or contractor's records or both, making it unnecessary to use an unsupported estimate.

Item No. 4 - Placing and removing temporary shoulder material was time consuming (4 days). It is our understanding that some 20,000 tons of shoulder material were added during the 1961 season and force account paid for bringing the material back from the edge of the concrete slab at the beginning of operations. Unsupported estimate of additional time required to do this work is inadequate.

Item No. 5 - Hauling in traffic, delays 2 days

December 15, 1961

Item No. 6 - Additional haul (one-way traffic) 1 day

Item No. 7 - Median barrier increased haul 4 days

Provisions of Extra Work Order No. 13 in the amount of \$913.44 covered payment for additional hauling units necessary to eliminate delays for the stated reasons, and placement capacity was thereby kept to normal as a result. Actual delays must have supporting information over and above a bare estimate for these seven days.

Item no. 2 - Interference with light standard and signs placed by others (2 days). This item was covered under Extra Work Order No. 12 and as such it should be easy to establish if delays did in fact occur and if so, how much. An unsupported estimate is inadequate.

Item No. 9 - 5.7% increase in guardrail (3 days)

We do not consider a small percentage overrun of a minor item a legitimate reason for extension of time on the entire project. Such an item by item pro-rata basis would of necessity require balancing underruns against overruns in the total contract picture and institute a virtually unworkable procedure. Extensions on the basis of a pro-rata total contract overrun, if covered in the special provisions, could be allowed, in subsequent considerations.

Item No. 10 - Workday charges - unfavorable weather for oiling (10 days)

Contrary to your statement, asphaltic concrete paving, not oiling, was the major portion of the work yet to be performed on the project at the beginning of the 1961 season. The same type of work was performed in the fall of 1960 without benefit of the binder course, which procedure was acceptable in 1961. In fact, the contractor made no effort to pave during the spring of 1961, purely on his own choice. At least one other State contractor in this same area performed more paving prior to the start of 1961 work on this project than remained to be done at the season's start.

On the basis of the conjectural estimates supporting the items as set forth herein, we are unable to concur in your request for extension of contract time.

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 6, 1961

Mr. C. H. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: McKenzie River-Willamette
River Section
Pacific Highway
Contract No. 5592
Project Nos. I-5-4(35)193
and I-105-4(104)195

Dear Sir:

Your letter of October 31, 1961 concerning our request for an extension of time totaling 32 days correctly states that the major portion of the 32 days involved is directly or indirectly attributable to the early opening of this section to traffic. This early opening was not provided for in the plans and specifications and, therefore, constitutes a change in plans making an extension to offset delays resulting from the action eligible for consideration under the special provisions for this project.

Our letter of October 16 contained ten numbered subjects, each requesting a few days for a specific reason. Items 1, 3, 4, 5, 6 and 7 involved delays due to early opening and aggregated a total of 17 days. These delays occurred between May 20 and September 23, 1961, during which time the contractor worked under traffic and was charged 80 days work time. It is entirely reasonable to propose that his operation was curtailed 20 per cent as a result of traffic complications and as outlined in the October 16 letter.

Item No. 2 concerning interference with another contractor for which we request two additional days also clearly falls under the increase for time specification.

Item No. 9 for which we request three additional days also falls under our specification as an error in plans wherein we did not include enough guard rail quantities to complete the project.

4 B K3

Mr. C. G. Folk - 2

December 6, 1961

Item No. 10, for which we request ten additional days, falls under the temporary suspension portion of the increase for time specification.

The contractor did in fact suffer delays and additional expense as the result of our procedure in opening this section. A public saving in motor vehicle costs of approximately \$1,800,000 was achieved. In view of the fact that the contractor cooperated with us to the fullest extent in order that this saving be made possible (even at the cost of additional expense to himself), we feel that it would be entirely unjust to inflict a penalty of some \$7,000.

We respectfully request your review of our request to extend the time on this project 32 days without the assessment of liquidated damages.

Very truly yours,

[Signature]
Forrest Cooper

Forrest Cooper
Acting State Highway Engineer

cc to: Mr. Tom Edwards ✓

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

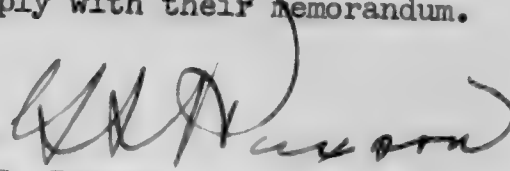
November 2, 1961

To: Mr. L. H. Young

SUBJECT: McKenzie River-Willamette
River Section
Pacific Highway

I attach hereto a memorandum from the Bureau of Public Roads requesting more information on your application for an extension of time in which to complete the above project.

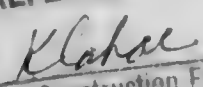
Will you please comply with their memorandum.

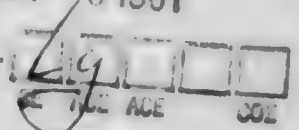

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

REFERRED TO


By Asst. Construction Engineer

CONSTRUCTION DIVISION
RECEIVED
NOV 3 1961
NOTES-
ACE COE

477 Cottage Street, N.E.
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

October 31, 1961

C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Projects I-5-4(35)193 and I-105-4(104)195
Request for Extension of Contract Time
McKenzie River-Willamette River Section, Pacific Freeway

We are in receipt of your letter of October 16, 1961 requesting concurrence in award of 32 additional days for completion of the project.

We find the information as submitted vague and inadequate for our use in making a determination and, furthermore to be somewhat in conflict with the observation of our inspecting engineers.

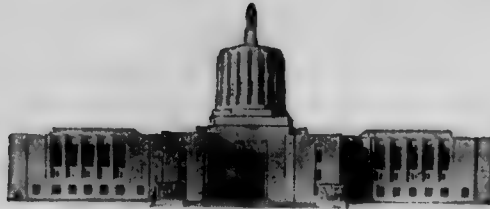
We do not have in our files any record of change in plans or specification, errors, or other information which would lead us to believe that the requirements as set forth in the first paragraph of page 5 of the "Additional Special Provisions, Federal Aid Interstate Projects", issue of July 15, 1959 have been met.

Review of the reasons as set forth in your letter indicate that the major portion of the time involved is either directly or indirectly chargeable to the early opening to traffic of this section of highway, an arrangement concerning which we were neither advised nor consulted.

In order for us to make a determination of eligibility it will be necessary for you to set forth in full the conditions which have delayed completion of the work and state the dates during which prosecution of the work was actually prevented by such conditions.

1-6-2-D-2

COMMISSIONERS
 M. K. MCIVER, CHAIRMAN
 PORTLAND
 KENNETH N. FRIDLEY, MEMBER
 WASCO
 GLENN L. JACKSON, MEMBER
 MEDFORD



STATE OF OREGON
 STATE HIGHWAY DEPARTMENT
 SALEM

October 16, 1961

Mr. C. G. Polk
 Division Engineer
 Bureau of Public Roads
 477 Cottage Street, N.E.
 Salem, Oregon

CONSTRUCTION DIVISION
 RECEIVED
 OCT 17 1961
 4 B 12-8
 ALL

Dear Sir:

The contractor on the McKenzie River-Willamette River Section of the Pacific Highway, the Roy L. House Sons' Corporation, has requested that his work time be extended 40 days without the assessment of liquidated damages. He has advanced 10 reasons to support his request. They are listed and evaluated below:

1. Removing barricades, sight posts, temporary asphalt, et cetera, placed for the protection of the traveling public. We estimate that these maneuvers warrant an extension of four days. ✓
2. Interference with light standards and signs placed by other contractors. We estimate that working around the standards and signs warrant an extension of two days.
3. Having to work in an erratic manner due to accommodating the State during the 1960 season. We estimate that this cause warrants an additional two days. ✓
4. Placing and removing temporary shoulder material was time consuming. We estimate that this reason warrants an additional four days. ✓
5. Hauling in traffic caused delays. We estimate that this warrants an increase of two days. ✓
6. Additional haul due to restricted one-way traffic patterns caused delays. We estimate that this reason warrants an increase of one day. ✓

Mr. C. G. Polk - 2

October 16, 1961

7. Median barrier installed on the project forced increased truck haul delaying the work. We estimate that this reason warrants the addition of four days.

8. The subcontractor for the guardrail was unable to adequately perform the work with his existing equipment. This reason is invalid and no additional time is recommended.

9. The guardrail required on the project was increased a total of 5.7 percent above the bid quantities. At his rate of installation, this would entitle him to three additional days time.

10. He was charged workdays between April 8 and April 28 during weather that he could not perform the requested ciling which was a major portion of the remaining project. On April 28, he was issued a shutdown order by the Resident Engineer. Under the circumstances, we recommend that he be awarded the 10 days charged prior to April 28, 1961, due to the fact that the work available during the life of the shutdown order was the same as that which was available in 1961 prior to the shutdown order.

In summation, we recommend that the contractor be awarded a total of 32 days additional time on this contract without the assessment of liquidated damages.

May we have your concurrence in this action.

Very truly yours,

W. C. Williams
State Highway Engineer

By Original signed
Forrest Cooper
Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

RECEIVED
JAN 2 1962

FOR FILING

I-54 ()
5498

January 2, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck Sons' Corp., on contract #5592 for paving the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

This payment, in the amount of \$1,943.19, will be released to the contractor on or after January 9, 1962. The retained percentage is \$42,163.97.

You have been previously notified that claims have been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem, Oregon

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

61

For Week Ending December 23, 1961

Section McKenzie River - Willamette River Kind of work Paving
 Highway Pacific County Lane Section prefix 620-1053
 Contractor Roy L. Houck Sons' Corp. Contract number 5592
 Date of contract January 28, 1960 Specified work days 125
 Date work started March 20, 1960 Work days used 167
 Project authorization \$1,563,530.19 Per cent of time elapsed 133%
 Exclusive of engineering \$1,461,634.71 subject to correction
 Estimated cost of completed project, exclusive of engineering \$1,433,845.06
 Estimated per cent ~~over~~ or underrun 1.90%
 Per cent of contract completed, based on estimated cost 100%
 Engineering authorization \$111,895.48
 Engineering cost to date \$ 72,572.05, 64.86% Date project was completed September 23, 1961

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%	none	100%	100%	none

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Three men worked first part of the week on semi-final Estimate. Estimate delivered to Division Office on Wednesday December 20, 1961 in an incomplete status in as much as we are lacking proper oil invoices, which will be forwarded to the Division Office when received.

Diaries and claim cards are being held back untill such time as the time as they can be checked and processed.

Mr. Rulien in office and over project on Tuesday December 19.

Mr. Chandler was in office Thursday December 21.

This is the last Weekly Report.

NOTED
JOHN R. CAMES

Signed

Address 2141 15th Ave. E., Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		6.9	AC 1.0		PC 5.9
Miles partially completed					
Miles completed		6.9	1.0		5.9
Total estimated quantities (contract)		319,400 tons	30,000 tons		170,000 S.Y.
Total quantities corrected to date		313,899 tons	31,873 tons		166,610 S.Y.
Estimated quantities moved or placed to date		"	"		"
Average daily quantities		0	0		0
Average daily quantities necessary to complete project on time		0	0		0
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Rain		
Tuesday	Rain		
Wednesday	Cloudy AM Rain PM		
Thursday	Cloudy		
Friday	Clearing		
Saturday			

RECEIVED
1961

UNITED STATES GOVERNMENT

Memorandum

FOR FILING

DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.

Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: December 15, 1961

5592 *C. G. Folk*
FROM : C. G. Folk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Extension of Contract Time
McKenzie River-Willamette River Section
Pacific Freeway
Oregon Project I-5-4(35)193
" " I-105-4(104)195

We are in receipt of your letter of December 6, 1961 in which you expand somewhat upon your letter of October 16 concerning the above.

We are aware that the project was opened to traffic before completion and that this was not provided for under the terms of the contract.

In the absence of specific information as requested in the final paragraph of our letter of October 31, 1961, we will attempt to establish our position on this matter by discussing the items of the October 16 letter and your subsequent general comments of December 6.

Items No. 1, 3, 4, 5, 6, and 7 all are concerned with early opening to traffic as pointed out in paragraph 2 of your December 6, 1961 letter, and could conceivably have caused some delay, particularly if no compensating action was taken by the engineer. These items will be dealt with in more detail below.

Item No. 1 - Removal of barricades, sight posts, temporary asphalt, etc. (4 days) would seem to be an operation upon which records could easily be obtained to support actual time consumed, making use of an unsupported estimate unnecessary as part of the justification.

Item No. 3 - Erratic performance of work (2 days) should be supported by some basis, either by the engineers diary or contractor's records or both, making it unnecessary to use an unsupported estimate.

Item No. 4 - Placing and removing temporary shoulder material was time consuming (4 days). It is our understanding that some 20,000 tons of shoulder material were added during the 1961 season and force account paid for bringing the material back from the edge of the concrete slab at the beginning of operations. Unsupported estimate of additional time required to do this work is inadequate.

Item No. 5 - Hauling in traffic, delays 2 days

Mogam Young

Let's discuss this 2/2

RECEIVED
1961

December 15, 1961

Item No. 6 - Additional haul (one-way traffic) 1 day

Item No. 7 - Median barrier increased haul 4 days

Provisions of Extra Work Order No. 13 in the amount of \$913.44 covered payment for additional hauling units necessary to eliminate delays for the stated reasons, and placement capacity was thereby kept to normal as a result. Actual delays must have supporting information over and above a bare estimate for these seven days.

Item no. 2 - Interference with light standard and signs placed by others (2 days). This item was covered under Extra Work Order No. 12 and as such it should be easy to establish if delays did in fact occur and if so, how much. An unsupported estimate is inadequate.

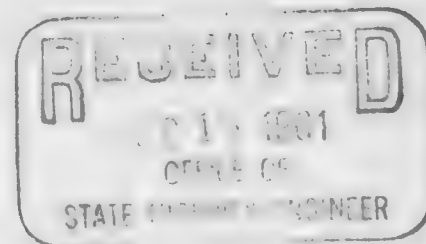
Item No. 9 - 5.7% increase in guardrail (3 days)

We do not consider a small percentage overrun of a minor item a legitimate reason for extension of time on the entire project. Such an item by item pro-rata basis would of necessity require balancing underruns against overruns in the total contract picture and institute a virtually unworkable procedure. Extensions on the basis of a pro-rata total contract overrun, if covered in the special provisions, could be allowed, in subsequent considerations.

Item No. 10 - Workday charges - unfavorable weather for oiling (10 days)

Contrary to your statement, asphaltic concrete paving, not oiling, was the major portion of the work yet to be performed on the project at the beginning of the 1961 season. The same type of work was performed in the fall of 1960 without benefit of the binder course, which procedure was acceptable in 1961. In fact, the contractor made no effort to pave during the spring of 1961, purely on his own choice. At least one other State contractor in this same area performed more paving prior to the start of 1961 work on this project than remained to be done at the season's start.

On the basis of the conjectural estimates supporting the items as set forth herein, we are unable to concur in your request for extension of contract time.



RECEIVED
DEC 6 1961

FOR FILING

5592

December 6, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: McKenzie River-Millanette
River Section
Pacific Highway
Contract No. 5592
Project Nos. I-5-4(35)193
and I-105-4(104)195

Dear Sir:

Your letter of October 31, 1961 concerning our request for an extension of time totaling 32 days correctly states that the major portion of the 32 days involved is directly or indirectly attributable to the early opening of this section to traffic. This early opening was not provided for in the plans and specifications and, therefore, constitutes a change in plans making an extension to offset delays resulting from the action eligible for consideration under the special provisions for this project.

Our letter of October 16 contained ten numbered subjects, each requesting a few days for a specific reason. Items 1, 3, 4, 5, 6 and 7 involved delays due to early opening and aggregated a total of 17 days. These delays occurred between May 20 and September 23, 1961, during which time the contractor worked under traffic and was charged 80 days work time. It is entirely reasonable to propose that his operation was curtailed 20 per cent as a result of traffic complications and as outlined in the October 16 letter.

Item No. 2 concerning interference with another contractor for which we request two additional days also clearly falls under the increase for time specification.

Item No. 9 for which we request three additional days also falls under our specification as an error in plans wherein we did not include enough guard rail quantities to complete the project.

Mr. C. G. Folk - 2

December 6, 1961

Item No. 10, for which we request ten additional days, falls under the temporary suspension portion of the increase for time specification.

The contractor did in fact suffer delays and additional expense as the result of our procedure in opening this section. A public saving in motor vehicle costs of approximately \$1,800,000 was achieved. In view of the fact that the contractor cooperated with us to the fullest extent in order that this saving be made possible (even at the cost of additional expense to himself), we feel that it would be entirely unjust to inflict a penalty of some \$9,000.

We respectfully request your review of our request to extend the time on this project 32 days without the assessment of liquidated damages.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc to: Mr. Tom Edwards

RECEIVED
DEC 7 1961

FOR FILING

7 - 4 () 112
5592

December 9, 1961

Oregon Bureau of Labor
Labor and Industries Building
Salem, Oregon

Attention: Mr. Clinton B. Estell
Asst. Attorney General

Gentlemen:

This is to acknowledge receipt of your letter of November 29 and attached claims of Rolland Higgins, in various amounts, for labor for Dale Clarambeau, subcontractor, for Roy L. Houck Sons' Corporation.

We have received a letter from the Secretary of State, dated November 29, 1961, informing us that these claims have been filed in his office on the following Roy L. Houck Sons' Corporation contracts: Nos. 5478, 5573, 5592, 5627, 5788, 5608, 5793, and 5812.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

dc

RECEIVED
DEC 7 1961

FOR FILING

5592

December 5, 1961

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Attached are copies of claims which have been filed with the Secretary of State by the Oregon Bureau of Labor for wages due Rolland Huggins, laborer for Dale Clarambeau, subcontractor for Roy L. Houck Sons' Corporation, prime contractor. These appear to be in connection with the following State Highway Contracts with Roy L. Houck Sons' Corporation:

Contract No. 5627, Jackson County	- \$ 23.26 plus interest		
Contract No. 5795, Lane County	- \$ 220.00	"	"
Contract No. 5812, Douglas County	- \$1,067.00	"	"
Contract No. 5592, Lane County	- \$ 553.77	"	"
Contract No. 5573, Lane County	- \$ 278.37	"	"
Contract No. 5478, Linn County	- \$ 551.27	"	"
Contract No. 5788, Lane County	- \$ 39.81	"	"
Contract No. 5608, Jackson County	- \$ 81.68	"	"

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Huggins Insurance Agency
373 North Church Street
Salem, Oregon

Roy L. Houck Sons' Corporation
1585 - 20th Street N. E.
Salem, Oregon

Commissioners
Mr. Forrest Cooper

CSH:fp

NOTED ON CARD

dc

NORMAN O. NILSEN
COMMISSIONER

OFFICES
SALEM, OREGON
PORTLAND, OREGON



STATE OF OREGON
BUREAU OF LABOR

OFFICE OF THE COMMISSIONER
LABOR AND INDUSTRIES BUILDING, SALEM 10, OREGON

November 29, 1961

TO THE STATE OF OREGON AND TO THE STATE OF OREGON
BY AND THROUGH THE STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, Norman O. Nilsen, as an assignee, as Commissioner of the Bureau of Labor, has a claim for wages due for labor performed by Rolland Higgins between October 21, 1960, and February 4, 1961, as a laborer for Dale Clarambeau, a subcontractor for Roy L. Houck Sons' Corporation, in the sum of \$553.77, together with interest thereon at the rate of 6% per annum from February 4, 1961, until paid, against the bond taken from Roy L. Houck Sons' Corporation and General Insurance Company of America for work of highway construction, paving, of Pacific Highway in Lane County, of that certain section known as McKenzie River-Willamette River, Oregon State Highway Commission Contract No. 5592, awarded January 23, 1960, for the State of Oregon, by and through the State Highway Commission.

Dated this 29 day of November, 1961.

Norman O. Nilsen, Commissioner
Oregon Bureau of Labor

By


QUINTIN B. ESTELL
Deputy Commissioner

qbe:cj

Duplicate Originals: Secretary of State
Oregon State Highway Commission
Roy Houck Sons' Corporation
General Insurance Company of America

File # 3890
FILED
NOV 29 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 5 1961

FOR FILING

I-5-4-1-173
5592

November 20, 1961

Mr. N. O. Nilson, Commissioner
Oregon Bureau of Labor
115 Labor & Industries Building
Salem 10, Oregon

Attention: Quinten B. Estell, Deputy Commissioner

Dear Mr. Nilson:

This is to acknowledge receipt of your Affidavit dated November 17, 1961 requesting certified copies of contracts and bonds covering various Roy L. Huck contracts.

As requested, we are attaching certified copies of the following contracts: Nos. 3476, 5573, 5592, 5627, 5786, 5608, 5795, and 5812.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

ENC.

CW:jh

*affidavit attached
to # 5478*

NOTED ON CARD

AC

RECEIVED
NOV 11 1961

FOR FILING

I-5-4(25) 93
5592

November 10, 1961

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$697.50 which has been filed with the Secretary of State by Lebanon Electric for equipment rental furnished to Dale J. Clarambeau, subcontractor for Roy L. Housh Sons' Corporation.

5592 This appears to be in reference to State Highway Contract No. 5592 for paving the McKenzie River-Willamette River section of the Pacific Highway in Lane County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CML:jh

cc: Higgins Insurance Agency
373 North Church Street
Salem, Oregon

Roy L. Housh Sons' Corporation
1565 20th Street, NE
Salem, Oregon

H. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD

cc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

November 8, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Dean McKean, c/o Lebanon Electric 66 East Sherman, Lebanon, Oregon and filed as of this date, a notice of claim by same dba Lebanon Electric against Dale J. Clarambeau, subcontractor for rental on a Jacques hole digger mounted on a Ford F-800 truck and the cost of auger teeth used, in the sum of \$697.50 against the bond taken from Roy L. Houck Sons' Corporation, Salem, Oregon, principal and General Insurance Company of America, surety for the work of paving the McKenzie River-Willamette River Section of the Pacific Highway in Lane County. State Highway Contract No. 5592.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *George Stephens*
Public Records Section

GS:FK
Enc.



NOTED
FLOYD QUERY
NOTED
C. W. HEAD

Lebanon Electric

DEAN MCKEAN

ELECTRICAL CONTRACTING - MOTOR REPAIRING

WIRE & SUPPLIES • LIGHTING FIXTURES

POWER LINE CONSTRUCTION

LEBANON, OREGON

7 November 1961

Howell Appling, Jr.
Secretary of State
Salem, Oregon

Dear Sir:

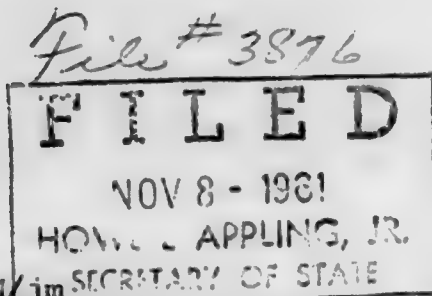
Notice hereby is given that the undersigned, Dean McKean, dba Lebanon Electric, has a claim against Dale J. Clarambeau, subcontractor, for rental on a Jacques hole digger mounted on a Ford F-800 truck and the cost of auger teeth used, in the sum of \$697.50 against the bond taken from Roy L. Houck Sons' Corporation, Salem, Oregon, Principal, and General Insurance Company of America, Surety, for the work of paving the McKenzie River-Willamette River Section of the Pacific Highway in Lane County, Contract No. 5592.

Yours very truly,

LEBANON ELECTRIC

Dean McKean

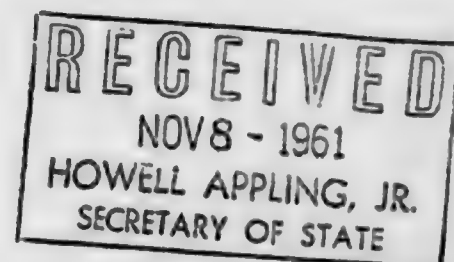
Dean McKean



DM/jm

cc: General Insurance Company of America.
209 S. W. 4th Avenue - Portland, Ore.
Roy L. Houck Sons' Corporation
1585 20th St., N.E. - Salem, Oregon

Encl-1



RECEIVED
NOV 3 1961

FOR FILING

5592

Salem, Oregon
November 2, 1961

McKenzie River-Willamette
River Section
Pacific Highway

Mr. L. H. Young

I attach hereto a memorandum from the Bureau of Public Roads requesting more information on your application for an extension of time in which to complete the above project.

Will you please comply with their memorandum.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ac

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: October 31, 1961

C. G. Polk
FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

SUBJECT: Oregon Projects I-5-4(35)193 and I-105-4(104)195
Request for Extension of Contract Time
McKenzie River-Willamette River Section, Pacific Freeway

We are in receipt of your letter of October 16, 1961 requesting concurrence in award of 32 additional days for completion of the project.

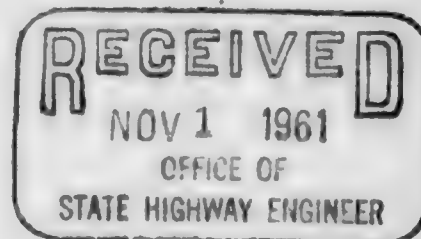
We find the information as submitted vague and inadequate for our use in making a determination and, furthermore to be somewhat in conflict with the observation of our inspecting engineers.

We do not have in our files any record of change in plans or specification, errors, or other information which would lead us to believe that the requirements as set forth in the first paragraph of page 5 of the "Additional Special Provisions, Federal Aid Interstate Projects", issue of July 15, 1959 have been met.

Review of the reasons as set forth in your letter indicate that the major portion of the time involved is either directly or indirectly chargeable to the early opening to traffic of this section of highway, an arrangement concerning which we were neither advised nor consulted.

In order for us to make a determination of eligibility it will be necessary for you to set forth in full the conditions which have delayed completion of the work and state the dates during which prosecution of the work was actually prevented by such conditions.

Paxson



RECEIVED
NOV 1 1961

FOR FILING

October 31, 1961

Lebanon Electric Company
66 East Sherman Street
Lebanon, Oregon

Attention: Mr. Dean McKean

Gentlemen:

This will confirm our telephone conversation today in which you advised that Dale J. Clarambeau, subcontractor for Roy L. Houck, owes you \$697.50 in connection with the McKenzie River-Willamette River Project.

Our records indicate this to be the Roy L. Houck Sons' Corporation Contract No. 5592, for paving the McKenzie River-Willamette River Section of the Pacific Highway in Lane County. This contract was completed September 23, 1961 but has not yet been accepted by the Highway Commission. The General Insurance Company of America, through Huggins Insurance Agency, 373 North Church Street, Salem, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. As requested, we are attaching two copies of the excerpts from the Oregon Laws outlining the filing procedure.

In the interim, this information will be noted in our records, and we will advise the surety and the contractor of your claim.

Very truly yours,

NOTED ON CARD

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

CWH:jmc

10/31/61

Ph. 25-86688

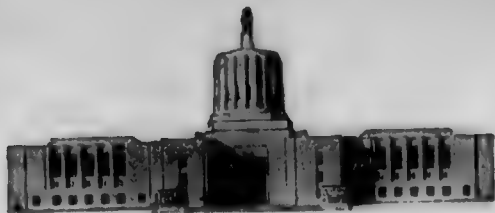
Tel call from Lebanon Electric
66 E. Sherman St. Co.
Lebanon, Ore.
(Dean McKean)

Re-claim of \$697.50 against
Dale J. Clarambeau sub for Roy L. Huck
Contract #5592. (Prime)

2 - Copies of Excerpts, Ore. Laws
Filing of Claims

RECEIVED
DEC 7 1961

COMMISSIONERS
M. FOR FILING
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 31, 1961

NOTED
State Highway Engineer

5592

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

We have received a telephone call from Lebanon Electric Company, 66 East Sherman Street, Lebanon, advising that Dale J. Clarambeau, subcontractor for Roy L. Houck, owes them \$697.50 on the McKenzie River-Willamette River Project.

This appears to be in connection with State Highway Contract No. 5592, with Roy L. Houck Sons' Corporation, for paving the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By *C. W. Head*
C. W. Head, Assistant Secretary

CWH:jmc

cc: Haggins Insurance Agency
373 North Church Street
Salem, Oregon

Roy L. Houck Sons' Corp.
1585 20th Street N.E.
Salem, Oregon
M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

RECEIVED
NOV 1 1961
OFFICE OF
STATE HIGHWAY ENGINEER

October 31, 1961

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

We have received a telephone call from Lebanon Electric Company, 66 East Sherman Street, Lebanon, advising that Dale J. Clarambeau, subcontractor for Roy L. Houch, owes them \$697.58 on the McKenzie River-Willamette River Project.

This appears to be in connection with State Highway Contract No. 5592, with Roy L. Houch Sons' Corporation, for paving the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

NOTED ON CARL



By
C. W. Head, Assistant Secretary

CW:ljma

cc: Haggins Insurance Agency
373 North Church Street
Salem, Oregon

Roy L. Houch Sons' Corp.
1525 20th Street N. E.
Salem, Oregon
W. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

RECEIVED
OCT 23 1961

FOR FILING

100-1112
5492

October 20, 1961

Roy L. Houck Sons' Corp.,
1505 20th Street NE
Salem
Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 20, 1961, had under discussion your request for an extension of time for 40 additional workdays from 125 days to 165 days within which to complete your contract #5592 without the assessment of liquidated damages, for paving the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

The Highway Commission granted you 32 additional workdays, from 125 days to 157 days, subject to concurrence of the Bureau of Public Roads. This action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: F. D. Morgan
Harley E. Mayfield
Tom Edwards
Bureau of Public Roads
B. L. Porter
C. H. Nelson

RECEIVED
OCT 20 1961

FOR FILING

5592

October 19, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Roy L. Houck Sons' Corp., a portion of the funds heretofore retained by the Commission on contract #5592 for paving the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

This payment, in the amount of \$58,510.38, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$42,110.89. The present payment will be released on or after October 26, 1961.

You have been previously notified that claims have been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

RECEIVED
OCT 13 1961

FOR FILING

1592

October 13, 1961

Oregon State Highway Commission

Request for Extension of Time
No. 5
October 20, 1961 Meeting

Gentlemen:

The contractor on the McLane River-Willamette River Section of the Pacific Highway, Contract No. 5592, Roy L. Houch Sons' Corporation, has requested that his work time be extended 40 days without the assessment of liquidated damages. He supports his request with nine separate reasons. Most of these deal with the fact that the contractor was forced to perform portions of the work under traffic which he did not anticipate would be the case when bidding the job. This accounts for 22 days. He is also entitled to 10 days charged during the spring of 1961. During this time he was unable to perform the major portion of the work due to seasonal weather conditions.

We have analyzed these requests thoroughly and recommend that his work time be extended 30 days from 125 days to 157 days without the assessment of liquidated damages, depending upon the concurrence of the Bureau of Public Roads.

This matter will be on the agenda for the October 20 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards
FBK:fp ms

*Porter
Mason*

RECEIVED
OCT 5 1961

FOR FILING

5592

October 4, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$323.21 for wages earned and not paid on State Highway Contract Nos. 5478 and 5592. This appears to be in connection with our contracts with Roy L. Houck Sons' Corporation.

The General Insurance Company of America, through Huggins Insurance Agency, 373 N. Church St., Salem, furnished the performance bond on each of these contracts.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD

CC

October 4, 1961

General Insurance Company of America
Portland Service Office
209 S. W. 4th Ave.
Portland 4, Oregon

Gentlemen:

A claim letter, dated September 27, 1961, has been received from John Clarambeau, McMinnville, advising that he has wages earned and not paid in the amount of \$323.21 on State Highway Contract Nos. 5478 and 5592. This appears to be in connection with our contracts with Roy L. Houck Sons' Corporation.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Huggins Insurance Agency
373 N. Church St.
Salem, Oregon

Roy L. Houck Sons' Corporation
1585 - 20th St. N. E.
Salem, Oregon

NOTED ON CARD

HL

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
OCT 5 1961

FOR FILING

5592

October 3, 1961

Mr. John Clarambeau
1705 Lafayette
McMinnville, Oregon

Dear Mr. Clarambeau:

This is to acknowledge receipt of your claim letter of September 27 in the amount of \$323.21 for wages earned and not paid on the following projects: Contract Nos. 5478 and 5592. These projects appear to be the Roy L. Houck Sons' Corporation contracts.

The General Insurance Company of America, through Huggins Insurance Agency, 373 North Church Street, Salem, furnished the performance bond on each of the above contracts, which bond is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims, but looks to the prime contractor and surety for such payment. These contracts have not yet been accepted by the State Highway Commission.

So that there may be no misinterpretation of the law we are forwarding your claim to the Secretary of State for filing. This action will protect your claim under the bond. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:rj

NOTED ON CARD

dc

1705 Laffayette
Mc Minnville, Oregon
Sept. 27, 1961

Secretary
Oregon State Highway Commission
State Highway Bldg.
Salem, Oregon

Dear Sir,

I find it necessary to file a claim with the State Highway Commission for wages earned and not paid on the following projects.

Week	Amount	Contract No.
7-8-61	56.93	5478.
7-21-61	109.10	5592.
7-28-61	112.12	5592.
8-4-61	45.16	5478.
Total Wages Due	323.21	

Sincerely,
John Clarambeau
1705 Laffayette
Mc Minnville, Oregon

* 5478 — 101.99
* 5592 — 221.22
* 323.21



RECEIVED
OCT 6 1961

FOR FILING

5592

October 3, 1961

General Insurance Company of American
Portland Service Office
209 S. E. 4th Avenue
Portland 4, Oregon

Gentlemen:

A claim letter dated September 27 has been received from Bert Clarambeau, McMinnville, advising that Dale J. Clarambeau, subcontractor for Roy L. Houck Sons' Corporation, owes him for wages in the amount of \$1,424.88.

This appears to be in connection with the following State Highway contracts in which Roy L. Houck Sons' Corporation is the prime contractor: Contract Nos. 5478, 5573, 5592, 5795, and 5812. This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim letter.

This information is provided as your company appears as surety on the performance bond furnished on each of these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

cc: Huggins Insurance Agency
Roy L. Houck Sons' Corporation
M. K. McIver
Glenn L. Jackson
W. C. Williams
Forrest Cooper

CWH:erj

5592

October 3, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Att: Mr. George C. Stephens

Dear Sir:

Attached is a claim letter dated September 27 for filing in the amount of \$1,424.88 received from Bert Clarambeau, McMinnville, for labor performed for Dale J. Clarambeau, sub-contractor for Roy L. Houck Sons' Corporation.

This appears to be in connection with the following contracts in which Roy L. Houck Sons' Corporation was the principal contractor: Contract Nos. 5478, 5573, 5592, 5795, and 5812. The General Insurance Company of America, through Huggins Insurance Agency, 373 North Church Street, Salem, furnished the performance bond on each of the above contracts.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

CWH:rj

NOTED ON CARD

AC

October 3, 1961

Mr. Bert Clarambeau
Route 1, Box 35
McMinnville, Oregon

Dear Mr. Clarambeau:

This is to acknowledge receipt of your claim letter of September 27 for wages earned in the amount of \$1,424.88 for labor performed for Dale J. Clarambeau, subcontractor for Roy L. Houck Sons' Corporation.

From the description in your letter this appears to be in reference to the five Roy L. Houck Sons' contracts, as follows: Contract Nos. 5472, 5572, 5592, 5795, and 5812. None of these contracts have been accepted by the Oregon State Highway Commission.

The General Insurance Company of America, through Huggins Insurance Agency, 175 North Church Street, Salem, furnished the performance bond on each of these five contracts, which is given to assure completion of the contract and payment of all bills incurred in it. The state does not make payment of claims, but looks to the prime contractor and surety for such payment.

So that there may be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. This action will protect your claim under the bonds. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON

CWH:rj

Rt 1, Box 35
Mc Minnville, Oregon
Sept. 27, 1961

Secretary
Oregon State Highway Commission
State Highway Plg.
Salem, Oregon

Dear Sir,

I find it necessary to file a claim with the State Highway Commission for wages earned and not paid on the following projects.

Week	Amount	Contract No.
4-15-61	31.02	5795
4-15-61	46.52	5573
4-22-61	112.20	5812
5-21-61	125.36	5812
5-28-61	81.40	5812
6-2-61	63.96	5795
6-10-61	23.75	5795
6-17-61	109.56	5795
6-24-61	16.34	5478
6-24-61	37.21	5795
7-1-61	167.00	5478
7-15-61	119.79	592
7-21-61	15.70	592
7-28-61	123.84	547
7-28-61		5502

Total Wages Due. 1157.75

Work performed for
DALE J. CLARAMBEAU, SUB FOR
ROY L. HOUCK, SR. CORP.

Respectfully,
Dale J. Clarambeau
Rt 1, Box 35
Mc Minnville, Oregon

GENERAL COUNTER - Dale J. Clarambeau

* 5478 - 507.75
* 5573 - 46.52
* 5592 - 333.90
* 5795 - 335.50
* 5812 - 319.96
* 1,343.63



RECEIVED
OCT 3 1961

FOR FILING

5592

October 2, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on September 23, 1961, on Contract No. 5592, McKenzie River-Willamette River Section, in Lane County, in connection with Federal Aid Project Nos. I-5-4(35)193, I-105-4(104)195 and S-145(7).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: H. S. Cox

RECEIVED
JUL 5 1961
FORM 8-50 50M 8-61 94397

FOR FILING

5592

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 25, 1961

SUBJECT: McKenzie River-Willamette
River Section
Contract No. 5592

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Herewith a copy of a report and photographs illustrating distress shown on paving slabs where they abut structures. I believe that this has been a matter of some concern of you and Mr. Merchant for some time and this report is given to you in the hope that we can find some corrective action.

These are the only two photographs we have, so please return them for our files.

Tom Edwards
Construction Engineer

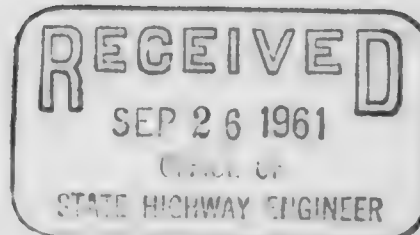
By *L. H. Young*
L. H. Young
Assistant Construction Engineer

LHY:fp

Enc.

NOTED
T. C. ROAKE

NOTED
G. S. PAXSON



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Sept. 22, 1961

SUBJECT: McKenzie River-Willamette River Sec.,
Contract 5592
Lane County
Failure of Portland Cement Pavement
at Bridge Ends.

To: Tom Edwards
Construction Engineer
Salem, Oregon

Att: L. H. Young

I forward herewith copy of a report from Mr. H. E. Mayfield, Resident Engineer on the above mentioned project, together with two pictures which illustrate the problem covered by this report. Attached also is a sketch map showing the cross-section of the reinforcing panel indicating steel and the approximate area where cracking has occurred.

As near as we can determine, the reinforced panels at bridge ends resting on concrete ledges are being damaged by shear failure. We have checked the location of the reinforcing steel in these panels and it appears to be properly placed. We considered the possibility that contractor might have hauled over these panels with too short a curing time. This has been investigated and proven not to be the case. Two of the failures, at structures "B" and "E", occurred in the panels poured last by the contractor. The failure at structure "E" is the first failure which became apparent.

I believe Mr. Mayfield's report gives the basic facts regarding each point of failure, the time the contractor paved and the time on which traffic was allowed over these panels.

Study of the cross-section sketch would lead me to believe that the failure is shear failure and due to inadequate design or lacking of steel in proper location to handle this sort of stress.

I recommend that further study be made on this problem before we arrive at any definite conclusion as to responsibility therefor.


F. D. Morgan
Division Engineer

FIM:ds
encl.

NOTED
G. S. PAX

CONSTRUCTION DIVISION
RECEIVED
SEP 23 1961

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon

Sept. 19, 1961

SUBJECT: McKenna River-Willamette River Section
Contract No. 5592 Prefix 620-1053

To: Mr. F. D. Morgan
Division Engineer
Roseburg, Oregon

RE: Failure of Portland Cement Pavement
at bridge ends over paving ledges.

I wish to bring to your attention the failure of the Portland Cement Pavement over paving ledges at the following bridge ends:

1. "B" Structure QE line Sta. 122+62.42 East end - Left Lane.

Paved 10-4-60 Sta. 88+10 to Sta. 135+04 5.8 sack mix.

Sample # 80 2445/7 2685/14 3300/21 3345/28 psi/days

Comment: This was the last lane paved at this location, the Contractors equipment was kept off until strength of 3200 psi was reached. Opened to traffic November 10, 1960. This is in the lane leading to the Portland (Northbound) turnoff, most of the heavy trucks (northbound) are in this lane at this point.

2. "E" Structure QE line Sta. 129+96.5 East End - Left Lane.

Paved 10-4-60 Sta. 88+10 to 135+04 5.8 sack mix.

Sample # 80 2445/7 2685/14 3300/21 3345/28 psi/days

Comment: The same as at the "B" Structure above, This structure is immediately before the said Northbound turnoff and nearly all of the northbound trucks are in this lane at this point. This is the first of the failures and became apparent early in July, 1961.

3. "D" Structure QW line Sta. 130+56.33 East End - Left Lane.

Paved 9-21-60 Sta. 152+99 to 113+24 6.0 sack mix.

Sample # 64 3450/6 3665/10 3860/21 4575/28 psi/days

Comment: This was the first lane paved at this point. The Contractor paved the adjacent lane on 9-28-60 (7 days later) from Sta. 152+62.63 to 107+85. Opened to traffic November 10, 1960. The percentage of heavy truck traffic in each lane (Westbound) at this point (from Springfield to Eugene) is not known.

4. Northbound at Sta. 405+00 North End - Left (East) Lane.

Paved 8-24-60 Sta. 384+85 to 371+83 5.8 sack mix.

Sample # 14 3535/7 4085/14 4915/21 5055/28 psi/days

Comment: This was the first lane paved at this point. The Contractor paved the adjacent lane on 9-9-60 (16 days later) from Sta. 381+10 to the McKenzie River. Opened to traffic November 10, 1960. This is the outside, most heavily travelled lane of the northbound portion of the Freeway.

5. Southbound at Sta. 375+10 North End - Right Lane.

Paved 8-26-60 Sta. 363+53 to 393 5.8 sack mix.

Sample # 19 3090/7 3740/14 4195/21 4300/28 psi/days

Comment: This was the first lane paved at this point. The Contractor paved the adjacent lane on 9-13-60 (18 days later) from Sta. 341+28 to 398+21. Opened to traffic November 10, 1960. This is the outside, most heavily travelled lane of the southbound portion of the Freeway.

6. Southbound at Sta. 421+58.63 Game Farm Rd. ~~Inter~~ Overcrossing North End - Right Lane.

Paved 8-29-60 Sta. 393 to 442+40 5.8 sack mix.

Sample # 22 2905/7 3110/14 3600/21 4100/28 psi/days

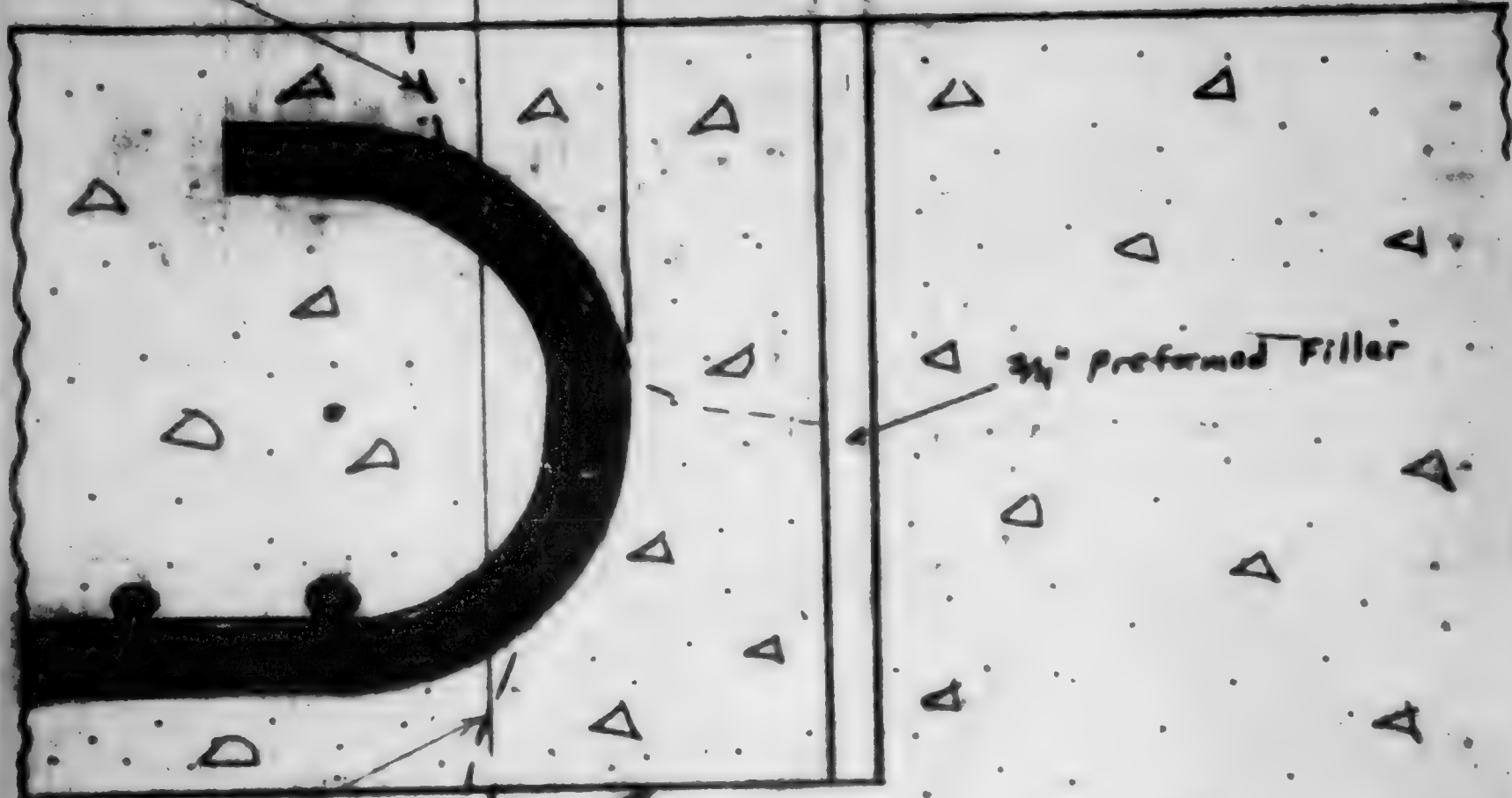
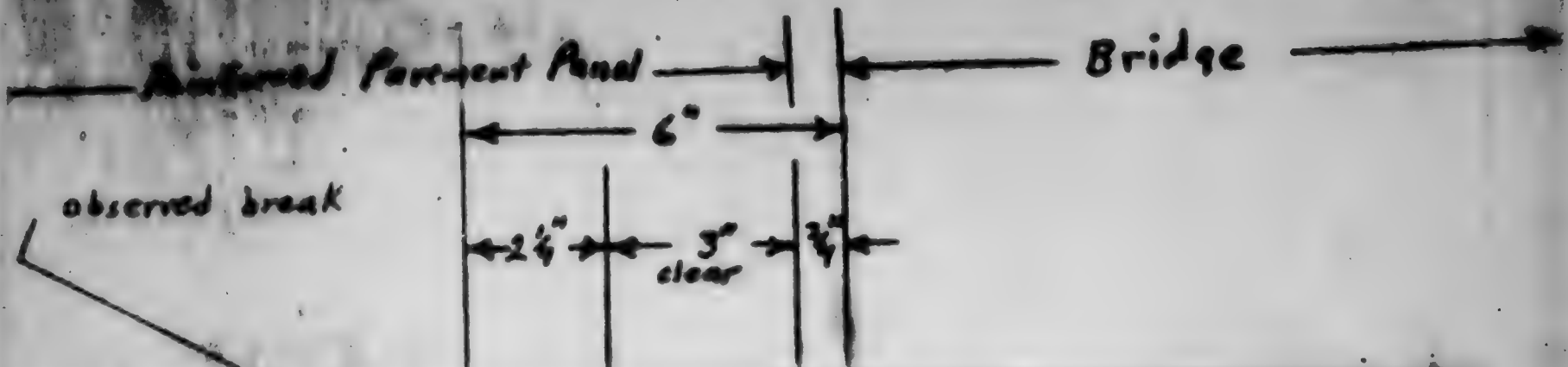
Comment: This was the first lane paved at this point. The Contractor paved the adjacent lane on 9-14-60 (16 days later) from Sta. 398+21 to 450+35. Opened to traffic November 10, 1960. This is the outside, most heavily traveled lane of the southbound portion of the Freeway.

General Comments: Pictures sent to the Division Office on Sept. 13, 1961, of typical failures taken at the "B" and "E" Structures, indicate by yellow keel mark that the steel reinforcement is the proper distance from the end of the pavement slab.

An inspection was made from Albany to the McKenzie River of Portland Cement portions of the Freeway showing only 1 other failure of this type, this being just south of Albany. However this failure was only approximately 3 feet in length.

See attached sketch of pavement panel, bridge end and paving ledge showing possible deficiency in design.

H. E. Mayfield
H. E. Mayfield
Res. Eng'r.



suspected
break

paving Ledge



RECEIVED
SEP 27 1961

FOR FILING

5592

September 22, 1961

C
U
P
Y

Valley Lumber Company
Halsey,
Oregon

Attention: Mr. Melvin H. Abraham

Dear Mr. Abraham:

This is to acknowledge your letter of September 19, stating that Dale J. Clarambeau owes you for the purchase of cement which was used on the Freeway between the Halsey Interchange and the Eugene Interchange.

Our records indicate that Dale J. Clarambeau was a subcontractor for Roy L. Houck Sons Corp. on the following projects in that area:

Contract No. 5478, paving, Halsey Interchange-Lane County Line Section, Pacific Highway, Linn County, completed August 28, 1961.

Contract No. 5573, paving, signing, Linn County Line-McKenzie River Section, Pacific Highway, Lane County, completed June 19, 1961.

Contract No. 5592, McKenzie River-Willamette River Section, Pacific Highway, Lane County, not completed.

The General Insurance Company of America, through Huggins Insurance Agency, 373 No. Church Street, Salem, furnished the performance bond on each of the three projects, which is given to assure completion of the contract and payment of all bills incurred in it. If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. The State does not make payment of claims but looks to the prime contractor and surety for such payment. Attached are excerpts from the Oregon laws outlining the filing procedure.

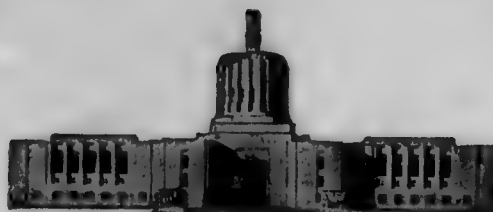
In the meantime, this information will be noted in our records and we will advise the surety and contractor of the receipt of your letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Attach.
AWH:mg

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 21, 1961

C
O
P
Y

Valley Lumber Company
Halsey
Oregon

Attention: Mr. Melvin H. Abraham

Gentlemen:

Reference is made to your letter of September 19, 1961, regarding your claim against Dale J. Clarambeau, 3994 Crest View, Salem, Oregon

Mr. Clarambeau was a subcontractor for Roy L. Houck Sons' Corporation on the following Projects between the Halsey Interchange and Eugene Interchange:

Contract No. 5478, Halsey Interchange-Lane County Line
Contract No. 5573, Linn County Line-McKenzie River
Contract No. 5592, McKenzie River-Willamette River

Mr. Floyd Query, Secretary to the State Highway Commission handles claims of this type. Your letter is being referred to him, by this letter, with the request that he write to you.

Very truly yours,

/s/ D.B.P.

D. B. Parkes
Contract Payments Engineer

cc Floyd Query

DBP:bm

VALLEY LUMBER COMPANY

Halsey, Ore.

September 19, 1961

C
O
P
Y

Oregon State Highway Department
Salem, Oregon

Attention: Mr. D. B. Parkes

Dear Sir:

I'm writing to you regarding a Dale J. Clarambeau, 3994 Crest View Drive, Salem, Oregon, who purchased cement here to be used on the Freeway project. His check No. 404 dated 7-31-61, in the amount of \$12.40, has been returned NSF two different times and his bank, Ladd & Bush Branch, The U. S. National Bank, Salem, Oregon, has returned unpaid a Country Collection request sent by our bank, Halsey Branch Bank of Lebanon, Halsey, Oregon.

The closest we can tell of the location where the materials were used is between the Halsey interchange and the Eugene interchange.

Is there any information or help you can give to us regarding this subject of collecting the above amount?
Thank you for your kind attention.

Respectfully yours,

/s/ Melvin H. Abraham

RECEIVED
SEP 25 1961

COMMISSIONERS
FOR FILING
M. R. RIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 22, 1961

FLOYD QUERY, SECRETARY SALEM
5592

General Insurance Co. of America
209 S. W. 4th Avenue
Portland, Oregon

Gentlemen:

A letter dated September 19, 1961 has been received from Halsey Lumber Company, Halsey, advising that Dale J. Clarambeau, subcontractor for R. L. Houck Sons' Corp. owes them for cement (amount not stated).

This appears to be in connection with the Roy L. Houck Sons' Corp. contracts as follows:

Contract No. 5478, Halsey Interchange-Lane County Line.

Contract No. 5573, Linn County Line-McKenzie River

Contract No. 5592, McKenzie River-Willamette River.

We provide this information as your company appears as surety on the performance bond furnished with each of these contracts.

Very truly yours,

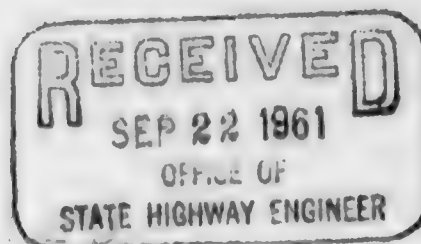
ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Huggins Insurance Agency
373 No. Church Street
Salem, Oregon

Roy L. Houck Sons' Corp.
1585 No. 20th Street
Salem, Oregon

Commissioners
W. C. Williams
Forrest Cooper



RECEIVED
SEP 21 1961

FOR FILING

I - S
11492

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 19, 1961

SUBJECT Contractor's Access

Station 405

McKenzie River - Willamette River

Contract No. 5592

To:

Mr. F. D. Morgan
Division Engineer
State Highway Department
Roseburg, Oregon

Reference is made to your letter of September 18 in which you comment upon Mr. Houck's plan for removal of his buildings and materials from his material source easterly of Station 405. Following I outline a plan which will be acceptable to the State in this removal.

The contractor must present a plan of removal giving dates on which he expects to accomplish the same. He will be permitted to utilize his ramp for a period of 7 to 10 days for this removal. It will be incumbent upon him to furnish flagmen and all necessary safeguards at his own expense on the highway. Movement will not be permitted across the median area nor will movement of the vehicles be permitted other than in a northerly direction.

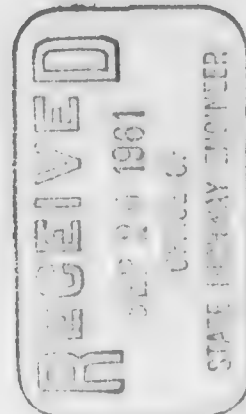
Upon presentation of a satisfactory plan for the removal of this material, the present occupancy agreement on highway right of way will be covered in the same. Ramp removal must take place immediately following a period of 10 days. The final estimate will not be released until ramp removal is accomplished.

Tom Edwards
Construction Engineer

By

L. H. Young
L. H. Young
Assistant Construction Engineer

LHY:fp
cc Forrest Cooper
W. H. Haskin



*Dynamite & exp work under contract
Completed.*

RECEIVED
SEP 11 1961

FOR FILING

7-11-61
5592

September 8, 1961

Mr. C. G. Palk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 12 covering the finishing around sign and light posts on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County, Contract No. 5592, in connection with Federal Aid Project No. I-5-4(35)193, I-105-4(104).

It was necessary to install signs and lights before completion of the finishing work in order to open this section to traffic. Signs and lights were installed by others and has caused the contractor extra work in finishing around the bases of the posts.

This work has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

FORM E-123

RECEIVED
AUG 4 1961

COMMISSIONER
M. K. MCIVER, CHAIRMAN
PORTLAND

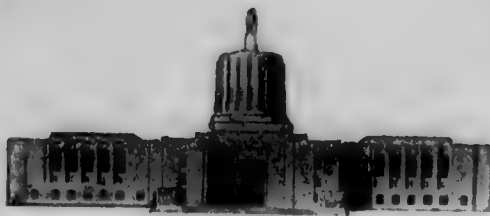
KENNETH M. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERRY, SECRETARY
SALEM

FOR FILING

5593



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Mr. Query

August 3, 1961

R. A. Heinz Construction Co.
211 N. E. Columbia Boulevard
Portland 11, Oregon

Re: Lillegren Claim
Contract Nos. 5810 and 5592

Dear Sirs:

I am sorry to say that we made an error in determining the contractor which may be involved in the above-mentioned claim. We would appreciate it very much if you would completely disregard our letter of August 1, with respect to the same.

I am sorry this error was made and hope that we have not caused you any inconvenience.

Very truly yours,

L. I. LINDAS
Chief Counsel

FCMcK:dc
cc: Tom Edwards
Floyd Query

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 3, 1961

Mr. Arthur C. Johnson
Attorney at Law
65 East Broadway
Eugene, Oregon

Re: Lillegren Claim
Contracts Nos. 5810 and 5592

Dear Mr. Johnson:

This letter will confirm our telephone conversation of this date to the effect that the name of the contractor involved on projects near your clients' property is Roy L. Houck & Sons, 1585 N. 20th Street, Salem, Oregon.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
FRANK C. McKINNEY
Chief, Office Section

PCMcK:ks

cc: Tom Edwards
Floyd Query

NOTED
FLOYD QUERY

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 3, 1961

Mr. Roy L. Houch & Sons
1585 North 20th Street
Salem, Oregon

Re: Lillegren Claim
Contracts Nos. 5810 and 5592

Dear Sirs:

Please find enclosed herewith a copy of a letter from the law firm of Johnson, Johnson & Harrang with respect to the claim of their clients Mr. and Mrs. Lillegren.

It appears from our records that their property is in the vicinity of one of the above-numbered contracts and that this matter should be handled by your company.

Very truly yours,

L. I. LINDAS
Chief Counsel

FCMcK:dc
Encl.

cc: Tom Edwards
Floyd Query

NOTED
FLOYD QUERY

Mr. Query

H. V. JOHNSON
HAROLD V. JOHNSON
JAMES P. HARRANS
ARTHUR C. JOHNSON
MARVIN E. HANSEN

JOHNSON, JOHNSON & HARRANS

ATTORNEYS AND COUNSELORS AT LAW

100 EAST BROADWAY

EUGENE, OREGON

TELEPHONE
DIAMOND 2-0004

July 26, 1961

Legal & R/W Div.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We represent Mr. and Mrs. H. A. Lillegren who reside on Garden Way in Lane County, Oregon. Their home lies between Eugene and Springfield, north of the Willamette River and a short distance east of the newly constructed Pacific Freeway. They own and maintain a holly orchard on their property, which is cut and marketed in the late Fall of each year. During the construction of the freeway, there was caused to be settled on their property a great deal of dust and dirt, much of which was essentially harmless. However, the dust and other dirt caused to settle on the holly covered all of its leaves and could not be washed or otherwise cleaned off.

As a result, virtually the entire 1961 crop (over 6,000 pounds of holly) was rendered worthless and unmarketable to the Lillegren's loss in the sum of \$1,700.00. Therefore, we request that you consider this letter as a demand on behalf of the Lillegrens that they be compensated in the sum of \$1,700.00 for that loss.

Sincerely,

Arthur C. Johnson

ACJ:pm

RECEIVED
MAY 2 1961

FOR FILING

FORM E-90X DOM 2-60 26110

I-5-4(35)193

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

April 27, 1961

SUBJECT: McKenzie R.-Willamette R.
Halsey Interchange-Lane Co. Line

To:

MEMO TO THE FILE

During the late fall of 1960 it was decided to open for traffic the Albany-Eugene Section of the Pacific Freeway. The decision was also made to complete in part the paving of the Springfield spur and necessary portions of the "Q" Street Interchange and the Coburg Road Interchange.

At the time, the contractor, Roy Houck, was set up and was producing AC for the Halsey Interchange-Lane County Line Section. He also had the McKenzie River-Willamette River Job.

In order to accomplish the necessary work listed in Paragraph One above, which would be of great benefit to the roaduser (it has been calculated that these benefits amount to an aggregate total of \$7,500 value per day to the roaduser), it was necessary to negotiate with the contractor for the cost of handling AC mix from the setup on the Halsey Interchange-Lane County Line Section. These negotiations involved executing a price agreement with the contractor for the sum of \$0.10 per ton-mile for the cost of hauling material from one project to the other. A total of \$7,156.37 was spent on this price agreement (less than one day's benefit-value to the user) to haul 4,814 tons of AC from one project to the other.

The second part of the agreement involved the replacement of aggregates used on the McKenzie River-Willamette River Section and originating on the Halsey Interchange-Lane County Line Section. It was agreed at the time that the price agreement was negotiated that the State would pay for replacing materials on the Halsey Interchange-Lane County Line Section from the source for the McKenzie River-Willamette River Section if the contractor ran short of material for finishing the Halsey Interchange-Lane County Line paving.

A re-measure of all paving aggregate available at the source for the Halsey Interchange-Lane County Line Section has been made. The results of this re-measure are listed as follows:

MEMO TO THE FILE

- 2 -

April 27, 1961

Tonnage of AC needed to complete the work	19,000 Tons
Convert tonnage to cubic yards of aggregate (0.8) (19,000)	15,200 Cu. Yds.
Add 5% for allowance	<u>800 Cu. Yds.</u>
Total amount of aggregate needed to complete	16,000 Cu. Yds.
Aggregate on hand from re-measure 4/24/61	<u>11,500 Cu. Yds.</u>
Shortage of aggregate to complete project	4,500 Cu. Yds.
Convert shortage to tons of AC mixture <u>4,500</u> .8	5,620 Tons

Since we "borrowed" 4,814 tons of AC mixture and, further, since the shortage to complete the Halsey-Lane County Line Section is greater than this amount, we are obligated under the terms of the agreement to pay the contractor to haul 4,814 tons less 265 tons representing the weight of the asphalt from the south job to this job.

A price of \$0.10 per ton-mile plus \$0.20 per ton for loading, unloading, and doring material into the stockpile is an equitable value for the work. Morgan is forwarding a price agreement to cover this maneuver. Prices have been approved by Juve.

Tom Edwards
Construction Engineer

By

F. B. Klaboe
For F. B. Klaboe
Field Construction Engineer

FBK:jw

cc Forrest Cooper ✓
F. D. Morgan
J. D. Walker



RECEIVED
APR 5 1961

FOR FILING

5-4(25)193
I-105-4(104)195
1-45(7)

April 5, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 8 covering traffic flagmen on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County, Contract No. 5592, in connection with Federal Aid Project Nos. I-5-4(35)193, I-105-4(104)195 and S-145(7).

This section of roadway was opened to traffic for winter travel before being completed. Flagging will be required on the main highway and on "Q" Street for truck crossing. The flagging would not be required if the highway were still closed. It is proposed to reimburse the contractor 100% for this portion of the flagging costs.

This has been verbally recommended for approval by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

RECEIVED
SEP - 9 1960

FOR FILING

1-5-4 (35) 193
5572

September 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering drilling for dowel bars on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County, Contract No. 5592, in connection with Federal Aid Project No. 1-5-4(35)193.

When the McKenzie River bridges were designed, it was anticipated that this section would be constructed with asphaltic concrete paving. The bridges were, therefore, constructed with no paving ledge. To make proper connection with the Portland Cement Concrete paving being placed, it is necessary that dowels be used. This requires drilling the bridge ends for them.

This work has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb
Enc.

60129 5592 7-5-60 1

Monthly transaction number 7-7	Form 2A (5-31-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number I-5-4(35)193 5592	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT 7-5-60		County Lane
			Project number I-5-4(35)193

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 14, 19 60, is hereby modified as follows:

Revised estimated total cost of project	\$ <u>1,962,022</u>
Revised Federal funds	\$ <u>1,804,000</u>
Other revisions	

Revised to include signing and illumination.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 5 day of July, 19 60.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [Signature]

State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Folk
Division Engineer

By: [Signature]
R. C. Wright
Administrative Manager

June 29, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of
project agreement, signed by the Highway Commission, for the
McKenzie River-Willamette River Section, Project No. I-5-4(35)193.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sw

Encl.

June 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for modification of project agreement for the McKenzie River-Willamette River Section, Project No. I-5-4(35)193.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RUC:bb

Oregon State Highway Department

Federal Aid
Project No. I-5-4(35)193

McKENZIE RIVER-WILLAMETTE RIVER SECTION OF THE
PACIFIC HIGHWAY IN LAWE COUNTY

(Estimate as a basis for modification of project agreement. Based on low bid prices.)

Salmon, Oregon, June 15, 1960

Type Code 7221

Roadway (Sta. 344+30 to Sta. 578+60) (Contract No. 5592)

Embankment in Place	1,340 cu. yds.	\$1.00	\$ 1,340.00
1 1/2-inch Electrical Conduit	590 lin. ft.	1.90	1,121.00
Concrete in Islands and End Pieces	1 cu. yd.	100.00	100.00
Type 2 Fence	110 rods	7.00	770.00
Portable Traffic Barrier	1,520 lin. ft.	5.00	7,600.00
Metal Guard Rail	22,280 lin. ft.	2.40	53,472.00
Metal Median Barrier	7,700 lin. ft.	3.75	28,875.00
Guide Posts, Type "W-1"	254 only	6.00	1,524.00
Guide Posts, Type "Y-2"	206 only	7.00	1,442.00
Guide Posts, Type "Y-3"	7 only	8.00	56.00
Coarse Crushed Material in Base	205,900 tons	0.92	189,428.00
3/4" - 0 Material in Base	23,900 tons	0.92	21,988.00
Sprinkling	5,290 M-gal.	2.00	10,580.00
Preparation of Base	All Required (75%)		3,000.00
3/4" - 0 Material in Binder Course	1,380 cu. yds.	3.00	4,140.00
Furnishing and Placing Aggregates	2,010 cu. yds.	3.50	7,035.00
RC-3 Asphalt	222 tons	40.55	9,002.10
120-150 Asphalt	152 tons	38.00	5,776.00
RS-1 Asphalt	40 tons	40.00	1,600.00
Asphaltic Concrete Mixture	17,000 tons	3.25	55,250.00
Asphalt in Mixture	940 tons	31.00	29,140.00
Asphaltic Concrete Traffic Markers	1,400 lin. ft.	0.75	1,050.00
6-inch Portland Cement Concrete Pavement	143,000 sq. yds.	3.30	471,900.00
3/4-inch Expansion Joints	1,000 lin. ft.	0.50	500.00
Contraction Joints	22,000 lin. ft.	0.10	2,200.00
Dowel Bars	22,000 only	0.50	11,000.00
Tie Bars and Bar Reinforcement	186,500 lbs.	0.12	22,620.00
Wire Fabric Reinforcement	140,000 sq. yds.	0.70	98,000.00
3/8" - 0 Material in Cushion Course	5,350 tons	1.50	8,025.00
			\$1,048,534.10
Flagging (57 1/2% of Contractor's Costs)	All Required		2,000.00
			\$1,050,534.10

Signing and Illumination (Sta. 344+30 to Sta. 578+60) (Contract No. 5715)

Sign Bridge with Cantilever	2 only	\$10,650.00	\$ 21,300.00
Butterfly Sign Structure	2 only	3,770.00	7,540.00
Single Post Sign Structure	2 only	2,560.00	5,120.00
Cantilever Sign Structure	2 only	2,650.00	5,300.00

Furnish 8-inch BP 36# Piling	197 lin. ft.	\$4.25	\$ 837.25
Furnish 10-inch BP 42# Piling	174 lin. ft.	5.00	870.00
Drive Steel Piles	15 only	50.00	750.00
Metal Sign Posts	All Required (80%)		1,360.00
Wood Sign Posts	All Required (45%)		585.00
Type "A" Signs in Place	2,549 sq. ft.	6.00	15,294.00
Type "C" and "D" Signs in Place	264 sq. ft.	3.00	792.00
Type "E", "F" and "G" Signs in Place	22 sq. ft.	3.00	66.00
Sign Covers	All Required (90%)		225.00
Interchange Illumination	All Required (60%)		28,608.00
			<u>\$ 88,647.25</u>
	Subtotal		\$1,139,181.35
	10% Engr. & Cont.		113,917.65
	Total		<u>\$1,253,099.00</u>

Type Code X221

Overcrossing Structure "A" (Br. No. 8689A) (Sta. 5B 522+18 to Sta. 5B 524+19)
(Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (7%)	\$	420.00
Structural Excavation	255 cu. yds.	\$4.80	1,224.00
Structural Excavation Below Elevation			
Shown	25 cu. yds.	8.00	200.00
Furnish Steel Pile Shells	504 lin. ft.	4.00	2,016.00
Drive Steel Pile Shells	14 only	50.00	700.00
Class "A" Concrete (389 cu. yds.)	All Required (15%)		23,550.00
Metal Reinforcement (103,000 lbs.)	All Required (18%)		12,060.00
Concrete Slab Riprap	320 sq. yds.	4.10	1,312.00
8-inch Metal Drain Pipe	52 lin. ft.	3.00	156.00
			<u>\$ 41,638.00</u>

Type Code X281

Overcrossing Structure "B" (Br. No. 8689B) (Sta. 5E 120+73.58 to Sta. 5E 122+62.42)
(Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (9%)	\$	540.00
Structural Excavation	330 cu. yds.	\$4.80	1,584.00
Structural Excavation Below Elevation			
Shown	35 cu. yds.	8.00	280.00
Furnish Steel Pile Shells	574 lin. ft.	4.00	2,296.00
Drive Steel Pile Shells	14 only	50.00	700.00
Class "A" Concrete (328 cu. yds.)	All Required (12%)		18,840.00
Metal Reinforcement (60,100 lbs.)	All Required (11%)		7,370.00
Concrete Slab Riprap	285 sq. yds.	4.10	1,168.50
Metal Parapet Railing	379 lin. ft.	4.50	1,705.50
8-inch Metal Drain Pipe	48 lin. ft.	3.00	144.00
6-inch Standard Steel Pipe	30 lin. ft.	8.00	240.00
46-foot Prestressed Beams	12 only	750.00	9,000.00
52-foot Prestressed Beams	4 only	850.00	3,400.00
			<u>\$ 47,268.00</u>

Type Code X281Overcrossing Structure "C" (Gr. No. 8689C) (Sta. QW 120+64.58 to Sta. QW 122+21.42)
(Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (14%)	\$	840.00
Structural Excavation	340 cu. yds.	\$4.80	1,632.00
Structural Excavation Below Elevation Shown	35 cu. yds.	8.00	280.00
Furnish Steel Pile Shells	880 lin. ft.	4.00	3,520.00
Drive Steel Piles	22 only	50.00	1,100.00
Class "A" Concrete (335 cu. yds.)	All Required (12%)		18,840.00
Metal Reinforcement (62,300 lin. ft.)	All Required (11%)		7,370.00
Concrete Slab Riprap	415 sq. yds.	4.10	1,701.50
Metal Parapet Railing	274 lin. ft.	4.50	1,233.00
8-inch Metal Drain Pipe	52 lin. ft.	3.00	156.00
46-foot Prestressed Beams	18 only	750.00	13,500.00
			<u>\$ 50,172.50</u>

Type Code X781Twin Undercrossing (Structures D & E) (314'-10" & 309') (Sta. I-5 516+21.74 and Sta. I-5 521+18.33) (Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (63%)	\$	3,780.00
Structural Excavation	1,520 cu. yds.	\$4.80	7,296.00
Structural Excavation Below Elevation Shown	150 cu. yds.	8.00	1,200.00
Furnish Steel Pile Shells	1,786 lin. ft.	4.00	7,144.00
Drive Steel Pile Shells	47 only	50.00	2,350.00
Class "A" Concrete (1,275 cu. yds.)	All Required (47%)		73,790.00
Metal Reinforcement (230,900 lbs.)	All Required (41%)		27,470.00
Concrete Slab Riprap	910 sq. yds.	4.10	3,731.00
Metal Parapet Rail	1,248 lin. ft.	4.50	5,616.00
8-inch Metal Drain Pipe	122 lin. ft.	3.00	366.00
52-foot Prestressed Beams	16 only	850.00	13,600.00
56-foot Prestressed Beams	20 only	975.00	19,500.00
74-foot Prestressed Beams	38 only	1,100.00	41,800.00
			<u>\$207,643.00</u>

Type Code X221Overcrossing Structure "F" (Sta. Q5W 136+26 to Sta. Q5W 137+66) (Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (7%)	\$	420.00
Structural Excavation	255 cu. yds.	\$4.80	1,224.00
Structural Excavation Below Elevation Shown	25 cu. yds.	8.00	200.00
Furnish Steel Pile Shells	612 lin. ft.	4.00	2,448.00
Drive Steel Pile Shells	18 only	50.00	900.00
Class "A" Concrete (376 cu. yds.)	All Required (14%)		21,980.00
Metal Reinforcement (104,500 lbs.)	All Required (19%)		12,730.00
Concrete Slab Riprap	420 sq. yds.	4.10	1,722.00
Metal Parapet Rail	279 lin. ft.	4.50	1,255.50
8-inch Metal Drain Pipe	56 lin. ft.	3.00	168.00
			<u>\$ 43,047.50</u>

Type Code X721County Road Undercrossing (Br. No. 8177) (239') (Sta. 373+65.95) (Contract No. 5593)

Structural Excavation	70 cu. yds.	\$6.00	\$ 420.00
Furnish Steel Pile Shells	450 lin. ft.	3.50	1,575.00
Drive Steel Pile Shells	10 only	50.00	500.00
Furnish Treated Timber Piling	1,450 lin. ft.	1.15	1,667.50
Drive Timber Piles	58 only	35.00	2,030.00
Class "A" Concrete (485 cu. yds.)	All Required (17%)		28,730.00
Metal Reinforcement (130,000 lbs.)	All Required (20%)		15,000.00
Concrete Slab Riprap	220 sq. yds.	7.00	1,540.00
8-inch Metal Drain Pipe	200 lin. ft.	3.50	700.00
			<u>\$ 52,162.50</u>

Type Code X721Harlow Road Undercrossing (Br. No. 8184) (253') (Sta. 494+80.39) (Contract No. 5593)

Structural Excavation	300 cu. yds.	\$6.00	\$ 1,800.00
Furnish Steel Pile Shells	490 lin. ft.	3.50	1,715.00
Drive Steel Pile Shells	14 only	50.00	700.00
Class "A" Concrete (612 cu. yds.)	All Required (22%)		37,180.00
Metal Reinforcement (180,000 lbs.)	All Required (28%)		21,000.00
Concrete Slab Riprap	260 sq. yds.	7.00	1,820.00
8-inch Metal Drain Pipe	200 lin. ft.	3.50	700.00
			<u>\$ 64,915.00</u>

Type Code X781Garden Way Undercrossing (Br. No. 8186) (228') (Sta. 545+24.23) (Contract No. 5593)

Structural Excavation	220 cu. yds.	\$6.00	\$ 1,320.00
Furnish Steel Pile Shells	720 lin. ft.	3.50	2,520.00
Drive Steel Pile Shells	18 only	50.00	900.00
Furnish Treated Timber Piling	1,080 lin. ft.	1.15	1,242.00
Drive Timber Piles	54 only	35.00	1,890.00
Class "A" Concrete (369 cu. yds.)	All Required (13%)		21,970.00
Metal Reinforcement (61,000 lbs.)	All Required (9%)		6,750.00
Concrete Slab Riprap	320 sq. yds.	7.00	2,240.00
8-inch Metal Drain Pipe	110 lin. ft.	3.50	385.00
53-foot Prestressed Beams	10 only	900.00	9,000.00
58-foot Prestressed Beams	5 only	990.00	4,950.00
66-foot Prestressed Beams	6 only	1,100.00	6,600.00
			<u>\$ 59,767.00</u>

Type Code X281Day Island Road Overcrossing (Br. No. 8187) (Sta. 570+90.50 to Sta. 572+53.92)
(Contract No. 5593)

Structural Excavation	735 cu. yds.	\$6.00	\$ 4,410.00
Furnish Steel Pile Shells	1,275 lin. ft.	3.50	4,462.50
Drive Steel Pile Shells	30 only	50.00	1,500.00
Class "A" Concrete (542 cu. yds.)	All Required (20%)		33,800.00
Metal Reinforcement (92,000 lbs.)	All Required (14%)		10,500.00
8-inch Metal Drain Pipe	140 lin. ft.	3.50	490.00
53-foot Prestressed Beams	8 only	900.00	7,200.00
56-foot Prestressed Beams	16 only	950.00	15,200.00
			<u>\$ 77,562.50</u>

Oregon State Highway Department

-5-

Federal Aid
Project No. I-5-4(35)193

Flagging (57½% of Contractor's Cost)	All Required	<u>\$ 300.00</u>
	Subtotal	\$644,476.00
	10% Engr. & Cont.	<u>64,447.00</u>
	Total	\$708,923.00

Length of Roadway - - - - -4.407 Miles
Length of 9 Structures- - -0.031 Mile
Total Length- - - - -4.438 Miles
Cost of Roadway Per Mile- -\$284,342.86

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$1,251,099.00	\$1,152,000.00	\$101,099.00
Structure	<u>708,923.00</u>	<u>652,000.00</u>	<u>56,923.00</u>
	\$1,962,022.00	\$1,804,000.00	\$158,022.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;

Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

PRESTRESSED BEAM DATA

Length (ft.)	Concrete (cu. yds.)	Prestressing Steel (lbs.)	Mild Steel (lbs.)
46	6.97	481	1,000
52	7.82	641	1,100
53	8.10	638	997
56	8.48	761	1,032
58	8.66	738	1,137
74	10.95	1,053	1,240
66	10.05	913	1,056

Oregon State Highway Department

Federal Aid
Project No. I-5-4(35)193

MCKENZIE RIVER-BILLAMETTE RIVER SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 29, 1959

Type Code 7221

Roadway (Sta. 34+30 to Sta. 578+60)

Embankment in Place	1,340	Cu. Yds.	\$ 0.75	\$ 1,005.00
1 1/2-inch Electrical Conduit	590	Lin. Ft.	1.75	1,032.50
Concrete in Islands and End Pieces	1	Cu. Yd.	50.00	50.00
Type 2 Fence	110	Rods	6.50	715.00
Portable Traffic Barrier	1,520	Lin. Ft.	4.50	6,840.00
Metal Guard Rail	22,280	Lin. Ft.	2.75	61,270.00
Metal Median Barrier	7,700	Lin. Ft.	4.25	32,725.00
Guide Posts, Type "W-1"	254	Only	6.00	1,524.00
Guide Posts, Type "Y-2"	206	Only	8.00	1,648.00
Guide Posts, Type "Y-3"	7	Only	8.00	56.00
Vertical Alternate Flashing Beacon	2	Only	270.00	540.00
Coarse Crushed Material in Base	228,400	Tons	1.10	251,240.00
3/4"-0 Material in Base	23,900	Tons	1.20	28,680.00
Sprinkling	5,290	M. Gal.	2.50	13,225.00
Preparation of Base	All Required (75%)			2,250.00
3/4"-0 Material in Binder Course	1,380	Cu. Yds.	3.00	4,140.00
Furnishing and Placing Aggregates	2,010	Cu. Yds.	3.00	6,030.00
RC-3 Asphalt	222	Tons	42.00	9,324.00
120-150 Asphalt	152	Tons	42.00	6,384.00
RS-1 Asphalt	40	Tons	44.00	1,760.00
Asphaltic Concrete Mixture	17,000	Tons	3.50	59,500.00
Asphalt in Mixture	940	Tons	32.00	30,080.00
Asphaltic Concrete Traffic Markers	1,400	Lin. Ft.	0.75	1,050.00
8-inch Portland Cement Concrete Pave.	143,000	Cu. Yds.	3.45	493,350.00
3/4-inch Expansion Joints	1,000	Lin. Ft.	0.75	750.00
Contraction Joints	22,000	Lin. Ft.	0.12	2,640.00
Dowell Bars	22,000	Only	0.75	16,500.00
Tie Bars and Bar Reinforcement	188,500	Lbs.	0.13	24,505.00
Wire Fabric Reinforcement	140,000	Sq. Yds.	0.70	98,000.00
3/8"-0 Material in Cushion Course	5,350	Tons	1.50	8,025.00

Flagging (57 1/2% of Contractor's Costs) All Required

Subtotal \$1,166,632.50
10% Engr. & Cont. 116,661.50

Total \$1,283,294.00

1,166,092.50

116,661.50

\$1,282,754.00

4
Oregon State Highway Department

-6-

Federal Aid
Project No. I-5-4(35)193

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
	1,282,702.00		102,702.00
Roadway	\$1,283,294.00	\$1,180,000.00	\$103,294.00
Structures	<u>807,379.00</u>	<u>712,000.00</u>	<u>65,379.00</u>
	\$2,090,673.00	\$1,922,000.00	\$168,673.00
	2,090,081.00		\$168,081.00

DETAILS OF PROGRAM STATUS

Works: Signing and Illumination

Total Cost \$ 909,327.00 Federal Funds \$ 418,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(35)193

MCKENZIE RIVER-WILLAMETTE RIVER SECTION OF THE
PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 29, 1959

Type Code 7221

Roadway (Sta. 344+30 to Sta. 578+60)

Rebarment in Place	1,340	Cu. Yds.	\$ 0.75	\$ 1,005.00
1 1/2-inch Electrical Conduit	790	Lin. Ft.	1.75	1,032.50
Concrete in Islands and End Pieces	1	Cu. Yd.	50.00	50.00
Type 2 Fence	110	Rods	6.50	715.00
Portable Traffic Barrier	1,520	Lin. Ft.	4.50	6,840.00
Metal Guard Rail	22,280	Lin. Ft.	2.75	61,270.00
Metal Median Barrier	7,700	Lin. Ft.	4.25	32,725.00
Guide Posts, Type "W-1"	254	Only	6.00	1,524.00
Guide Posts, Type "Y-2"	206	Only	8.00	1,648.00
Guide Posts, Type "Y-3"	7	Only	8.00	56.00
Coarse Crushed Material in Base	228,400	Tons	1.10	251,240.00
3/4"-0 Material in Base	23,900	Tons	1.20	28,680.00
Sprinkling	5,290	M. Gal.	2.50	13,225.00
Preparation of Base	All Required (75%)			2,250.00
3/4"-0 Material in Binder Course	1,380	Cu. Yds.	3.00	4,140.00
Furnishing and Placing Aggregates	2,010	Cu. Yds.	3.00	6,030.00
RS-3 Asphalt	222	Tons	42.00	9,324.00
120-150 Asphalt	152	Tons	42.00	6,384.00
RS-1 Asphalt	40	Tons	44.00	1,760.00
Asphaltic Concrete Mixture	17,000	Tons	3.50	59,500.00
Asphalt in Mixture	940	Tons	32.00	30,080.00
Asphaltic Concrete Traffic Markers	1,400	Lin. Ft.	0.75	1,050.00
6-inch Portland Cement Concrete Pave.	143,000	Cu. Yds.	3.45	493,350.00
3/4-inch Expansion Joints	1,000	Lin. Ft.	0.75	750.00
Contraction Joints	22,000	Lin. Ft.	0.12	2,640.00
Dowel Bars	22,000	Only	0.75	16,500.00
Tie Bars and Bar Reinforcement	188,500	Lbs.	0.13	24,505.00
Wire Fabric Reinforcement	140,000	Sq. Yds	0.70	98,000.00
3/8"-0 Material in Cushion Course	5,350	Tons	1.50	8,025.00

Flagging (57 1/2% of Contractor's Costs) All Required

\$1,164,092.50
2,000.00

Subtotal
10% Engr. & Cont.

\$1,166,092.50
116,609.25

Total

\$1,282,702.00

Type Code X021Overcrossing Structure "A" (Br. #8682A) (Sta. OR 522+18 to Sta. OR 524+19)

Shoring, Cribbing, etc.	All Required (7%)		\$ 630.00
Structural Excavation	255 Cu. Yds.	\$ 4.00	1,020.00
Structural Excavation, Below elevation shown	25 Cu. Yds.	5.00	125.00
Furnish Steel Pile Shells	504 Lin. Ft.	4.00	2,016.00
Drive Steel Pile Shells	14 Only	60.00	840.00
Class "A" Concrete (412 cu.yds. at \$65.00)	All Required		26,780.00
Metal Reinforcement (103,000 lbs. at \$0.13)	All Required		13,390.00
Concrete Slab Riprap	320 Sq. Yds.	8.00	2,560.00
8-inch Metal Drain Pipe	52 Lin. Ft.	4.00	208.00
			<u>\$47,569.00</u>

Type Code X031Overcrossing Structure "B" (Br. #8689 B) (Sta. OR 120+73.58 to Sta. OR 122+62.42)

Shoring, Cribbing, etc.	All Required (9%)		\$ 810.00
Structural Excavation	330 Cu. Yds.	\$ 4.00	1,320.00
Structural Excavation, Below elevation shown	35 Cu. Yds.	5.00	175.00
Furnish Steel Pile Shells	574 Lin. Ft.	4.00	2,296.00
Drive Steel Pile Shells	14 Only	60.00	840.00
Class "A" Concrete (330 cu.yds at \$65.00)	All Required		21,450.00
Metal Reinforcement (60,100 lbs. at \$0.13)	All Required		7,813.00
Concrete Slab Riprap	285 Sq. Yds.	8.00	2,280.00
Metal Parapet Railing	379 Lin. Ft.	5.00	1,895.00
8-inch Metal Drain Pipe	48 Lin. Ft.	4.00	192.00
6-inch Standard Steel Pipe	30 Lin. Ft.	9.00	270.00
46-foot Prestressed Beams	12 Only	966.00	11,592.00
52-foot Prestressed Beams	4 Only	1,066.00	4,264.00
			<u>\$55,197.00</u>

Type Code X031Overcrossing Structure "C" (Br. #8689C) (Sta. OR 120+84.58 to Sta. OR 122+21.42)

Shoring, Cribbing, etc.	All Required (14%)		\$ 1,260.00
Structural Excavation	340 Cu. Yds.	\$ 4.00	1,360.00
Structural Excavation, Below elevation shown	35 Cu. Yds.	5.00	175.00

Oregon State Highway Department

-3-

Federal Aid
Project No. I-5-4(35)193

Furnish Steel Pile Shells	890	Lin. Ft.	\$ 4.00	\$ 3,520.00
Drive Steel Piles	22	Only	60.00	1,320.00
Class "A" Concrete (338 cu.yds at \$65.00)	All Required			21,970.00
Metal Reinforcement (62,300 lin.ft. at \$0.13)	All Required			8,099.00
Concrete Slab Riprap	415	Sq. Yds.	8.00	3,320.00
Metal Parapet Railing	274	Lin. Ft.	5.00	1,370.00
8-inch Metal Drain Pipe	52	Lin. Ft.	4.00	208.00
46-foot Prestressed Beams	18	Only	966.00	17,388.00
				<u>\$59,990.00</u>

Type Code X281 Y781

Main Undercrossing (Structures D & E) (314'-10" & 309') (Sta. I-5 516+21.74 & Sta. I-5 521+18.33)

Shoring, Cribbing, etc.	All Required (63')		\$ 5,670.00
Structural Excavation	1,520	Cu. Yds.	\$ 4.00 6,080.00
Structural Excavation Below Elevation Shown	150	Cu. Yds.	5.00 750.00
Furnish Steel Pile Shells	1,786	Lin. Ft.	4.00 7,144.00
Drive Steel Pile Shells	47	Only	60.00 2,820.00
Class "A" Concrete (1,275 cu.yds at \$65.00)	All Required		82,875.00
Metal Reinforcement (230,900 lbs. at \$0.13)	All Required		30,017.00
Concrete Slab Riprap	910	Sq. Yds.	8.00 7,280.00
Metal Parapet Rail	1,248	Lin. Ft.	5.00 6,240.00
8-inch Metal Drain Pipe	122	Lin. Ft.	4.00 488.00
52-foot Prestressed Beams	16	Only	1,066.00 17,056.00
58-foot Prestressed Beams	20	Only	1,131.00 22,620.00
74-foot Prestressed Beams	38	Only	1,406.00 53,428.00
			<u>\$242,468.00</u>

Type Code X021 X271

Overcrossing Structure "F" (Sta. SW 136+26 to Sta. SW 137+66)

Shoring, Cribbing, etc.	All Required (77')		\$ 630.00
Structural Excavation	255	Cu. Yds.	\$ 4.00 1,020.00
Structural Excavation Below Elevation Shown	25	Cu. Yds.	5.00 125.00
Furnish Steel Pile Shells	612	Lin. Ft.	4.00 2,448.00
Drive Steel Pile Shells	18	Only	60.00 1,080.00
Class "A" Concrete (363 cu.yds at \$65.00)	All Required		23,595.00

Oregon State Highway Department

-4-

Federal Aid
Project No. I-5-4(35)193Metal Reinforcement (104,500 lbs. at
\$0.13)

Concrete Slab Riprap

Metal Parapet Rail

8-inch Metal Drain Pipe

All Required

420 Sq. Yds.

279 Lin. Ft.

56 Lin. Ft.

\$8.00

5.00

4.00

\$13,585.00

3,360.00

1,395.00

224.00

\$17,462.00

Type Code X72 X77'

County Road Undercrossing (Br. #8177) (239') (Sta. 373+65.95)

Structural Excavation

Furnish Steel Pile Shells

Drive Steel Pile Shells

Furnish Treated Timber Piling

Drive Timber Piles

Class "A" Concrete (485 cu.yds. at
\$65.00)Metal Reinforcement (130,000 lbs.
at \$0.13)

Concrete Slab Riprap

8-inch Metal Drain Pipe

70 Cu. Yds.

450 Lin. Ft.

10 Only

1,450 Lin. Ft.

58 Only

\$ 4.50

4.00

60.00

1.25

50.00

\$ 315.00

1,800.00

600.00

1,812.50

2,900.00

All Required

31,525.00

All Required

220 Sq. Yds.

200 Lin. Ft.

8.00

4.00

16,900.00

1,760.00

800.00

\$58,412.50

Type Code X721 X78'

Harlow Road Undercrossing (Br. #8184) (253') (Sta. 494+80.39)

Structural Excavation

Furnish Steel Pile Shells

Drive Steel Pile Shells

Class "A" Concrete (612 cu.yds at
\$65.00)Metal Reinforcement (180,000 lbs. at
\$0.13)

Concrete Slab Riprap

8-inch Metal Drain Pipe

300 Cu. Yds.

490 Lin. Ft.

14 Only

\$ 4.50

4.00

60.00

All Required

\$ 1,350.00

1,960.00

840.00

39,780.00

All Required

260 Sq. Yds.

200 Lin. Ft.

8.00

4.00

23,400.00

2,080.00

800.00

\$70,210.00

Type Code X781

Gardner Bay Undercrossing (Br. #8186) (228') (Sta. 545+24.23)

Structural Excavation

Furnish Steel Pile Shells

Drive Steel Pile Shells

Furnish Treated Timber Piling

220 Cu. Yds.

720 Lin. Ft.

18 Only

1,080 Lin. Ft.

\$ 4.50

4.00

60.00

1.25

\$ 990.00

2,880.00

1,080.00

1,350.00

Oregon State Highway Department

-5-

Federal Aid

Project No. 1-5-4(35)193

Drive Timber Piles	54 only	\$ 50.00	\$ 2,700.00
Class "A" Concrete (369 cu.yds. at \$65.00)	All Required		23,985.00
Metal Reinforcement (61,000 lbs. at \$0.13)	All Required		7,930.00
Concrete Slab Riprap	320 sq. yds.	8.00	2,560.00
8-inch Metal Drain Pipe	110 lin. ft.	4.00	440.00
53-foot Prestressed Beams	10 only	1,060.00	10,600.00
58-foot Prestressed Beams	5 only	1,140.00	5,700.00
66-foot Prestressed Beams	6 only	1,300.00	7,800.00
			<u>\$ 68,015.00</u>

Type Code X281

Day Island Road Overcrossing (Br. #8187) (Sta. 570+90.50 to Sta. 572+53.92)

Structural Excavation	735 cu. yds.	\$ 4.50	\$ 3,307.50
Furnish Steel Pile Shells	1,275 lin. ft.	4.00	5,100.00
Drive Steel Pile Shells	30 only	60.00	1,800.00
Class "A" Concrete (542 cu.yds. at \$65.00)	All Required		35,230.00
Metal Reinforcement (92,000 lbs. at \$0.13)	All Required		11,960.00
8-inch Metal Drain Pipe	140 lin. ft.	4.00	560.00
53-foot Prestressed Beams	8 only	1,060.00	8,480.00
56-foot Prestressed Beams	16 only	1,120.00	17,920.00
			<u>\$ 84,357.50</u>

Flagging (57½% of Contractor's Cost)

All Required 300.00

Subtotal \$733,981.00

10% Engr. & Cont. 73,398.00

Total \$807,379.00

Length of Roadway 4.407 Miles
 Length of 9 Structures 0.031 Mile
 Total Length 4.438 Miles
 Cost of Roadway per Mile \$291,194.46

PRESTRESSED BEAM DATA

Length (Ft.)	Concrete		Prestressing Steel		Mild Steel	
	Cu. Yds.	Est. Unit Price	Lbs.	Est. Unit Price	Lbs.	Est. Unit Price
46	6.97	\$88.90	481	\$0.45	1000	\$0.13
52	7.82	81.14	641	0.45	1100	0.13
53	8.10	82.56	638	0.45	997	0.13
56	8.48	75.86	761	0.45	1032	0.13
58	8.66	75.18	738	0.45	1137	0.13
74	10.95	70.14	1053	0.45	1240	0.13
66	10.05	74.86	913	0.45	1056	0.13

Oregon State Highway Department

-0-

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$1,282,702.00	\$1,180,000.00	\$102,702.00
Structures	<u>807,379.00</u>	<u>742,000.00</u>	<u>65,379.00</u>
	\$2,090,081.00	\$1,922,000.00	\$168,081.00

REMAINED IN PROGRAM STATUS

Work: Signing and Illumination

Total Cost \$509,327.00

Federal Funds \$418,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(35)193

MCKENZIE RIVER-WILLAMETTE RIVER SECTION OF THE
PACIFIC HIGHWAY IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 18, 1960

Type Code 7221

Roadway (Sta. 344+30 to Sta. 578+60)

Embankment in Place	1,340 cu. yds.	\$0.75	\$ 1,005.00
1 1/2-inch Electrical Conduit	590 lin. ft.	1.75	1,032.50
Concrete in Islands and End Pieces	1 cu. yds.	50.00	50.00
Type 2 Fence	110 rods	6.50	715.00
Portable Traffic Barrier	1,520 lin. ft.	4.50	6,840.00
Metal Guard Rail	22,280 lin. ft.	2.75	61,270.00
Metal Median Barrier	7,700 lin. ft.	4.25	32,725.00
Guide Posts, Type "W-1"	254 only	6.00	1,524.00
Guide Posts, Type "Y-2"	206 only	7.00	1,442.00
Guide Posts, Type "Y-3"	7 only	8.00	56.00
Coarse Crushed Material in Base	207,900 tons	1.10	228,690.00
3/4" - 0 Material in Base	23,900 tons	1.20	28,680.00
Sprinkling	5,290 M-gal.	2.50	13,225.00
Preparation of Base	All Required (75%)		2,250.00
3/4" - 0 Material in Binder Course	1,380 cu. yds.	3.00	4,140.00
Furnishing and Placing Aggregates	2,010 cu. yds.	3.00	6,030.00
BC-3 Asphalt	222 tons	42.00	9,324.00
120-150 Asphalt	152 tons	42.00	6,384.00
RS-1 Asphalt	40 tons	44.00	1,760.00
Asphaltic Concrete Mixture	17,000 tons	3.50	59,500.00
Asphalt in Mixture	940 tons	32.00	30,080.00
Asphaltic Concrete Traffic Markers	1,400 lin. ft.	0.75	1,050.00
8-inch Portland Cement Concrete			
Pavement	143,000 sq. yds.	3.45	493,350.00
3/4-inch Expansion Joints	1,000 lin. ft.	0.75	750.00
Contraction Joints	22,000 lin. ft.	0.12	2,640.00
Dowel Bars	22,000 only	0.75	16,500.00
Tie Bars and Bar Reinforcement	188,500 lbs.	0.13	24,505.00
Wire Fabric Reinforcement	140,000 sq. yds.	0.70	98,000.00
3/8" - 0 Material in Cushion Course	5,350 tons	1.50	8,025.00
			<u>\$1,141,542.50</u>
Flagging (57 1/2% of Contractor's Costs)	All Required		<u>2,000.00</u>
			<u>\$1,143,542.50</u>
	Subtotal		\$1,143,542.50
	10% Engr. & Cont.		114,353.50
	Total		<u>\$1,257,896.00</u>

Type Code X221

Overcrossing Structure "A" (Br. #8689A) (Sta. QB 522+18 to Sta. QB 524+19)

Shoring, Cribbing, Etc.	All Required (7%)	\$	630.00
Structural Excavation	255 cu. yds.	\$4.00	1,020.00
Structural Excavation Below Elevation Shown	25 cu. yds.	5.00	125.00

Furnish Steel Pile Shells	504 lin. ft.	\$4.00	\$ 2,016.00
Drive Steel Pile Shells	14 only	60.00	840.00
Class "A" Concrete (412 Cu.Yds. at \$65.00)	All Required		26,780.00
Metal Reinforcement (103,000 Lbs. at \$0.13)	All Required		13,390.00
Concrete Slab Riprap	320 sq. yds.	8.00	2,560.00
8-inch Metal Drain Pipe	52 lin. ft.	4.00	208.00
			<u>\$ 47,569.00</u>

Type Code X281Overcrossing Structure "B" (Br. #8689 B) (Sta. OE 120+73.58 to Sta. OE 122+62.42)

Shoring, Cribbing, Etc.	All Required (9%)		\$ 810.00
Structural Excavation	330 cu. yds.	\$4.00	1,320.00
Structural Excavation Below Elevation Shown	35 cu. yds.	5.00	175.00
Furnish Steel Pile Shells	574 lin. ft.	4.00	2,296.00
Drive Steel Pile Shells	14 only	60.00	840.00
Class "A" Concrete (330 Cu.Yds. at \$65.00)	All Required		21,450.00
Metal Reinforcement (60,100 Lbs. at \$0.13)	All Required		7,813.00
Concrete Slab Riprap	285 sq. yds.	8.00	2,280.00
Metal Parapet Railing	379 lin. ft.	5.00	1,895.00
8-inch Metal Drain Pipe	48 lin. ft.	4.00	192.00
6-inch Standard Steel Pipe	30 lin. ft.	9.00	270.00
46-foot Prestressed Beams	12 only	966.00	11,592.00
52-foot Prestressed Beams	4 only	1,066.00	4,264.00
			<u>\$ 55,197.00</u>

Type Code X281Overcrossing Structure "C" (Br. #8689 C) (Sta. QW 120+84.58 to Sta. QW 122+21.42)

Shoring, Cribbing, Etc.	All Required (14%)		\$ 1,260.00
Structural Excavation	340 cu. yds.	\$4.00	1,360.00
Structural Excavation Below Elevation Shown	35 cu. yds.	5.00	175.00
Furnish Steel Pile Shells	880 lin. ft.	4.00	3,520.00
Drive Steel Piles	22 only	60.00	1,320.00
Class "A" Concrete (338 Cu.Yds. at \$65.00)	All Required		21,970.00
Metal Reinforcement (62,300 Lin.Ft. at \$0.13)	All Required		8,099.00
Concrete Slab Riprap	415 sq. yds.	8.00	3,320.00
Metal Parapet Railing	274 lin. ft.	5.00	1,370.00
8-inch Metal Drain Pipe	52 lin. ft.	4.00	208.00
46-foot Prestressed Beams	18 only	966.00	17,388.00
			<u>\$ 59,990.00</u>

Type Code X781Twin Undercrossing (Structures D & E) (314'-10" & 309') (Sta. I-5 516+21.74 &
Sta. I-5 521+18.33)

Shoring, Cribbing, Etc.	All Required (63%)		\$ 5,670.00
Structural Excavation	1,520 cu. yds.	\$4.00	6,080.00

Structural Excavation Below Elevation

Shown	150 cu. yds.	\$5.00	\$ 750.00
Furnish Steel Pile Shells	1,786 lin. ft.	4.00	7,144.00
Drive Steel Pile Shells	47 only	60.00	2,820.00
Class "A" Concrete (1,275 Cu.Yds. at \$65.00)	All Required		82,875.00
Metal Reinforcement (230,900 Lbs. at \$0.13)	All Required		30,017.00
Concrete Slab Riprap	910 sq. yds.	8.00	7,280.00
Metal Parapet Rail	1,248 lin. ft.	5.00	6,240.00
8-inch Metal Drain Pipe	122 lin. ft.	4.00	488.00
52-foot Prestressed Beams	16 only	1,066.00	17,056.00
58-foot Prestressed Beams	20 only	1,131.00	22,620.00
74-foot Prestressed Beams	38 only	1,406.00	53,428.00
			<u>\$242,468.00</u>

Type Code X221**Overcrossing Structure "F" (Sta. Q5W 136+26 to Sta. Q5W 137+66)**

Shoring, Cribbing, Etc.	All Required (7%)		\$ 630.00
Structural Excavation	255 cu. yds.	\$4.00	1,020.00
Structural Excavation Below Elevation			
Shown	25 cu. yds.	5.00	125.00
Furnish Steel Pile Shells	612 lin. ft.	4.00	2,448.00
Drive Steel Pile Shells	18 only	60.00	1,080.00
Class "A" Concrete (363 Cu.Yds. at \$65.00)	All Required		23,595.00
Metal Reinforcement (104,500 Lbs. at \$0.13)	All Required		13,585.00
Concrete Slab Riprap	420 sq. yds.	8.00	3,360.00
Metal Parapet Rail	279 lin. ft.	5.00	1,395.00
8-inch Metal Drain Pipe	56 lin. ft.	4.00	224.00
			<u>\$ 47,462.00</u>

Type Code X721**County Road Undercrossing (Br. #8177) (239') (Sta. 373+65.95)**

Structural Excavation	70 cu. yds.	\$4.50	\$ 315.00
Furnish Steel Pile Shells	450 lin. ft.	4.00	1,800.00
Drive Steel Pile Shells	10 only	60.00	600.00
Furnish Treated Timber Piling	1,450 lin. ft.	1.25	1,812.50
Drive Timber Piles	58 only	50.00	2,900.00
Class "A" Concrete (485 Cu.Yds. at \$65.00)	All Required		31,525.00
Metal Reinforcement (130,000 Lbs. at \$0.13)	All Required		16,900.00
Concrete Slab Riprap	220 sq. yds.	8.00	1,760.00
8-inch Metal Drain Pipe	200 lin. ft.	4.00	800.00
			<u>\$ 58,412.50</u>

Type Code X721**Harlow Road Undercrossing (Br. #8184) (253') (Sta. 494+80.39)**

Structural Excavation	300 cu. yds.	\$4.50	\$ 1,350.00
Furnish Steel Pile Shells	490 lin. ft.	4.00	1,960.00
Drive Steel Pile Shells	14 only	60.00	840.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(35)193

Class "A" Concrete (612 Cu.Yds. at \$65.00)	All Required		\$ 39,780.00
Metal Reinforcement (180,000 Lbs. at \$0.13)	All Required		23,400.00
Concrete Slab Riprap	260 sq. yds.	\$8.00	2,080.00
8-inch Metal Drain Pipe	200 lin. ft.	4.00	800.00
			<u>\$ 70,210.00</u>

Type Code X781Garden Way Undercrossing (Br. #8186) (228') (Sta. 545+24.23)

Structural Excavation	220 cu. yds.	\$4.50	\$ 990.00
Furnish Steel Pile Shells	720 lin. ft.	4.00	2,880.00
Drive Steel Pile Shells	18 only	60.00	1,080.00
Furnish Treated Timber Piling	1,080 lin. ft.	1.25	1,350.00
Drive Timber Piles	54 only	50.00	2,700.00
Class "A" Concrete (369 Cu.Yds. at \$65.00)	All Required		23,985.00
Metal Reinforcement (61,000 Lbs. at \$0.13)	All Required		7,930.00
Concrete Slab Riprap	320 sq. yds.	8.00	2,560.00
8-inch Metal Drain Pipe	110 lin. ft.	4.00	440.00
53-foot Prestressed Beams	10 only	1,060.00	10,600.00
58-foot Prestressed Beams	5 only	1,140.00	5,700.00
66-foot Prestressed Beams	6 only	1,300.00	7,800.00
			<u>\$ 68,015.00</u>

Type Code X281Day Island Road Overcrossing (Br. #8187) (Sta. 570+90.50 to Sta. 572+53.92)

Structural Excavation	735 cu. yds.	\$4.50	\$ 3,307.50
Furnish Steel Pile Shells	1,275 lin. ft.	4.00	5,100.00
Drive Steel Pile Shells	30 only	60.00	1,800.00
Class "A" Concrete (542 Cu.Yds. at \$65.00)	All Required		35,230.00
Metal Reinforcement (92,000 Lbs. at \$0.13)	All Required		11,960.00
8-inch Metal Drain Pipe	140 lin. ft.	4.00	560.00
53-foot Prestressed Beams	8 only	1,060.00	8,480.00
56-foot Prestressed Beams	16 only	1,120.00	17,920.00
			<u>\$ 84,357.50</u>
Flagging (57½% of Contractor's Cost)	All Required		300.00
			<u>Subtotal</u>
			\$733,981.00
			10% Engr. & Cont.
			73,398.00
			<u>Total</u>
			\$807,379.00

Length of Roadway - - - - - 4.407 Miles
 Length of 9 Structures - - - - - 0.031 Mile
 Total Length - - - - - 4.438 Miles
 Cost of Roadway Per Mile - - - - - \$285,431.36

Oregon State Highway Department

-5-

Federal Aid
Project No. I-5-4(35)193

Prestressed Beam Data						
Length (Ft.)	Concrete		Prestressing Steel		Mild Steel	
	Cu.Yds.	Est.Unit Price	Lbs.	Est.Unit Price	Lbs.	Est.Unit Price
46	6.97	\$88.90	481	\$0.45	1,000	\$0.13
52	7.82	81.14	641	0.45	1,100	0.13
53	8.10	82.56	638	0.45	997	0.13
56	8.48	75.86	761	0.45	1,032	0.13
58	8.66	75.18	738	0.45	1,137	0.13
74	10.95	70.14	1,053	0.45	1,240	0.13
66	10.05	74.86	913	0.45	1,056	0.13

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$1,257,896.00	\$1,158,000.00	\$ 99,896.00
Structures	807,379.00	742,000.00	65,379.00
	<u>\$2,065,275.00</u>	<u>\$1,900,000.00</u>	<u>\$165,275.00</u>

Retained in Program Status

Work: Signing and Illumination

Total Cost: \$509,327.00 Federal Funds: \$430,000.00

Oregon State Highway Department

Federal Aid
Project No. I-5-4(35)193

McKENZIE RIVER-WILLAMETTE RIVER SECTION OF THE

PACIFIC HIGHWAY IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for modification of project agreement.)

Salem, Oregon, May 3, 1960

Type Code 7221

Roadway (Sta. 344+30 to Sta. 578+60) (Contract No. 5592)

Embankment in Place	1,340 cu. yd.	\$ 1.00	\$ 1,340.00
1½ Inch Electrical Conduit	590 lin. ft.	1.90	1,121.00
Concrete in Islands and End Pieces	1 cu. yd.	100.00	100.00
Type 2 Fence	110 rods	7.00	770.00
Portable Traffic Barrier	1,520 lin. ft.	5.00	7,600.00
Metal Guard Rail	22,280 lin. ft.	2.40	53,472.00
Metal Median Barrier	7,700 lin. ft.	3.75	28,875.00
Guide Posts, Type "W-1"	254 only	6.00	1,524.00
Guide Posts, Type "Y-2"	206 only	7.00	1,442.00
Guide Posts, Type "Y-3"	7 only	8.00	56.00
Coarse Crushed Material in Base	205,900 tons	0.92	189,428.00
¾" - 0 Material in Base	23,900 tons	0.92	21,988.00
Sprinkling	5,290 M-gal.	2.00	10,580.00
Preparation of Base	All Required (75%)		3,000.00
¾" - 0 Material in Binder Course	1,380 cu. yd.	3.00	4,140.00
Furnishing and Placing Aggregates	2,010 cu. yd.	3.50	7,035.00
RC-3 Asphalt	222 tons	40.55	9,002.10
120-150 Asphalt	152 tons	38.00	5,776.00
RS-1 Asphalt	40 tons	40.00	1,600.00
Asphaltic Concrete Mixture	17,000 tons	3.25	55,250.00
Asphalt in Mixture	940 tons	31.00	29,140.00
Asphaltic Concrete Traffic Markers	1,400 lin. ft.	0.75	1,050.00
8 Inch Portland Cement Concrete Pavement	143,000 sq. yd.	3.30	471,900.00
¾ Inch Expansion Joints	1,000 lin. ft.	0.50	500.00
Contraction Joints	22,000 lin. ft.	0.10	2,200.00
Dowel Bars	22,000 only	0.50	11,000.00
Tie Bars and Bar Reinforcement	188,500 lbs.	0.12	22,620.00
Wire Fabric Reinforcement	140,000 sq. yd.	0.70	98,000.00
¾" - 0 Material in Cushion Course	5,350 ton	1.50	8,025.00

\$1,048,534.10

Flagging (57½% of Contractor's Cost)

All Required

2,000.00

\$1,050,534.10

Signing and Illumination (Sta. 344+30 to Sta. 578+60)

Sign Bridge with Cantilever	2 each	\$7,700.00	\$ 15,400.00
Butterfly Sign Structure	2 each	3,000.00	6,000.00
Single Post Sign Structure	2 each	1,900.00	3,800.00
Cantilever Sign Structure	2 each	2,400.00	4,800.00
Furnish 8-inch BP 36# Piling	197 lin.ft.	6.00	1,182.00
Furnish 10-inch BP 42# Piling	174 lin.ft.	7.00	1,218.00
Drive Steel Piles	15 each	60.00	900.00
Metal Sign Posts	All Required (80%)		2,400.00
Wood Sign Posts	All Required (45%)		900.00
Type "A" Signs in Place	2,549 sq.ft.	8.10	20,646.90
Type "C" & "D" Signs in Place	264 sq.ft.	5.25	1,386.00
Type "E", "F" and "G" Signs in Place	22 sq.ft.	5.75	126.50
Sign Covers (90%)	All Required		135.00
Interchange Illumination (60%)	All Required		33,960.00
			\$ 92,854.40
Subtotal			\$1,143,388.50
10% Engr. & Cont.			114,338.50
Total			\$1,257,727.00

Type Code X221

Overcrossing Structure "A" (Br. #8689A) (Sta. CB 522+18 to Sta. CB 524+19)
(Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (7%)	\$ 420.00
Structural Excavation	255 cu.yd.	\$4.80 1,224.00
Structural Excavation, Below Elevation Shown	25 cu.yd.	8.00 200.00
Furnish Steel Pile Shells	504 lin.ft.	4.00 2,016.00
Drive Steel Pile Shells	14 only	50.00 700.00
Class "A" Concrete (389 cu.yds.)	All Required (15%)	23,550.00
Metal Reinforcement	All Required (18%)	12,060.00
Concrete Slab Riprap	320 sq.yd.	4.10 1,312.00
8 Inch Metal Drain Pipe	52 lin.ft.	3.00 156.00
		\$ 41,638.00

Type Code X281

Overcrossing Structure "B" (Br. #8689B) (Sta. CE 120+73.58 to Sta. CE 122+62.42)
(Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (9%)	\$ 540.00
Structural Excavation	330 cu.yd.	\$4.80 1,584.00
Structural Excavation Below Elevation Shown	35 cu.yd.	8.00 280.00
Furnish Steel Pile Shells	574 lin.ft.	4.00 2,296.00

Drive Steel Pile Shells	14 only	\$50.00	\$ 700.00
Class "A" Concrete (328 cu. yds.)	All Required (12%)		18,840.00
Metal Reinforcement (60,100 lbs.)	All Required (11%)		7,370.00
Concrete Slab Riprap	285 sq.yd.	4.10	1,168.50
Metal Parapet Railing	379 lin.ft.	4.50	1,705.50
8 Inch Metal Drain Pipe	48 lin.ft.	3.00	144.00
6 Inch Standard Steel Pipe	30 lin.ft.	8.00	240.00
46 foot Prestressed Beams	12 only	750.00	9,000.00
52 foot Prestressed Beams	4 only	850.00	<u>3,400.00</u>
			\$ 47,268.00

Type Code X281

Overcrossing Structure "C" (Br. #8689C) (Sta. CW 120+84.58 to Sta. CW 122+21.42)
(Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (14%)	\$ 840.00
Structural Excavation	340 cu.yd.	\$ 4.80 1,632.00
Structural Excavation Below Elevation Shown	35 cu.yd.	8.00 280.00
Furnish Steel Pile Shells	880 lin.ft.	4.00 3,520.00
Drive Steel Piles	22 only	50.00 1,100.00
Class "A" Concrete (335 cu. yds.)	All Required (12%)	18,840.00
Metal Reinforcement (62,300 lin. ft.)	All Required (11%)	7,370.00
Concrete Slab Riprap	415 sq.yd.	4.10 1,701.50
Metal Parapet Railing	274 lin.ft.	4.50 1,233.00
8 Inch Metal Drain Pipe	52 lin.ft.	3.00 156.00
46 foot Prestressed Beams	18 only	750.00 <u>13,500.00</u>
		\$ 50,172.50

Type Code X781

Twin Undercrossing (Structures D & E) (314' - 10" & 309') (Sta. L-5 516+21.74 & Sta. L-5 521+18.33) (Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (63%)	\$ 3,780.00
Structural Excavation	1,520 cu.yd.	\$4.80 7,296.00
Structural Excavation Below Elevation Shown	150 cu.yd.	8.00 1,200.00
Furnish Steel Pile Shells	1,786 lin.ft.	4.00 7,144.00
Drive Steel Pile Shells	47 only	50.00 2,350.00
Class "A" Concrete (1,275 cu. yds.)	All Required (47%)	73,790.00
Metal Reinforcement (230,900 lbs.)	All Required (41%)	27,470.00
Concrete Slab Riprap	910 sq.yd.	4.10 3,731.00
Metal Parapet Rail	1,248 lin.ft.	4.50 5,616.00
8 Inch Metal Drain Pipe	122 lin.ft.	3.00 366.00
52 foot Prestressed Beams	16 only	850.00 13,600.00
58 foot Prestressed Beams	20 only	975.00 19,500.00
74 foot Prestressed Beams	38 only	1,100.00 <u>41,800.00</u>
		\$207,643.00

Type Code X221Overcrossing Structure "F" (Sta. 05W 136+26 to Sta. 05W 137+66)
(Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (7%)		\$ 420.00
Structural Excavation	255 cu.yd.	\$4.80	1,224.00
Structural Excavation Below Elevation Shown	25 cu.yd.	8.00	200.00
Furnish Steel Pile Shells	612 lin.ft.	4.00	2,448.00
Drive Steel Pile Shells	18 only	50.00	900.00
Class "A" Concrete (376 cu. yds.)	All Required (14%)		21,980.00
Metal Reinforcement (104,500 lbs.)	All Required (19%)		12,730.00
Concrete Slab Riprap	420 sq.yd.	4.10	1,722.00
Metal Parapet Rail	279 lin.ft.	4.50	1,255.50
8 Inch Metal Drain Pipe	56 lin.ft.	3.00	168.00
			<u>\$ 43,047.50</u>

Type Code X721County Road Undercrossing (Br. #8177) (239') (Sta. 373+65.95)
(Contract No. 5593)

Structural Excavation	70 cu.yd.	\$6.00	\$ 420.00
Furnish Steel Pile Shells	450 lin.ft.	3.50	1,575.00
Drive Steel Pile Shells	10 only	50.00	500.00
Furnish Treated Timber Piling	1,450 lin.ft.	1.15	1,667.50
Drive Timber Piles	58 only	35.00	2,030.00
Class "A" Concrete (485 cu. yds.)	All Required (17%)		28,730.00
Metal Reinforcement (130,000 lbs.)	All Required (20%)		15,000.00
Concrete Slab Riprap	220 sq.yd.	7.00	1,540.00
8 Inch Metal Drain Pipe	200 lin.ft.	3.50	700.00
			<u>\$ 52,162.50</u>

Type Code X721Harlow Road Undercrossing (Br. #8184) (253') (Sta. 494+80.39)
(Contract No. 5593)

Structural Excavation	300 cu.yd.	\$6.00	\$ 1,800.00
Furnish Steel Pile Shells	490 lin.ft.	3.50	1,715.00
Drive Steel Pile Shells	14 only	50.00	700.00
Class "A" Concrete (612 cu. yds.)	All Required (22%)		37,180.00
Metal Reinforcement (180,000 lbs.)	All Required (28%)		21,000.00
Concrete Slab Riprap	260 sq.yd.	7.00	1,820.00
8 Inch Metal Drain Pipe	200 lin.ft.	3.50	700.00
			<u>\$ 64,915.00</u>

Type Code X781Garden Way Undercrossing (Br. #8186) (228') (Sta. 545+24.23)
(Contract No. 5593)

Structural Excavation	220 cu.yd.	\$6.00	\$ 1,320.00
Furnish Steel Pile Shells	720 lin.ft.	3.50	2,520.00

Drive Steel Pile Shells	18 only	\$50.00	\$ 900.00
Furnish Treated Timber Piling	1,080 lin.ft.	1.15	1,242.00
Drive Timber Piles	54 only	35.00	1,890.00
Class "A" Concrete (369 cu.yds.)	All Required (13%)		21,970.00
Metal Reinforcement (61,000 lbs.)	All Required (9%)		6,750.00
Concrete Slab Riprap	320 sq.yd.	7.00	2,240.00
8 Inch Metal Drain Pipe	110 lin.ft.	3.50	385.00
53 foot Prestressed Beams	10 only	900.00	9,000.00
58 foot Prestressed Beams	5 only	990.00	4,950.00
66 foot Prestressed Beams	6 only	1,100.00	6,600.00
			<u>\$59,767.00</u>

Type Code X281

Day Island Road Overcrossing (Br. #8187) (Sta. 570+90.50 to Sta. 572+53.94) (Contract No. 5593)

Structural Excavation	735 cu.yd.	\$6.00	\$ 4,410.00
Furnish Steel Pile Shells	1,275 lin.ft.	3.50	4,462.50
Drive Steel Pile Shells	30 only	50.00	1,500.00
Class "A" Concrete (542 cu. yds.)	All Required (20%)		33,800.00
Metal Reinforcement (92,000 lbs.)	All Required (14%)		10,500.00
8 Inch Metal Drain Pipe	140 lin.ft.	3.50	490.00
53 foot Prestressed Beams	8 only	900.00	7,200.00
56 foot Prestressed Beams	16 only	950.00	15,200.00
			<u>\$ 77,562.50</u>

Flagging (57 1/2% of Contractor's Cost)	All Required	<u>300.00</u>
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Subtotal	\$644,476.00
10% Engr. & Cont.	<u>64,447.00</u>

Total	\$708,923.00
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Length of Roadway 4.407 Miles
Length of 9 Structures 0.031 Mile
Total Length 4.438 Miles
Cost of Roadway per Mile \$285,393.01

Summary of Funds

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$1,257,727.00	\$1,157,000.00	\$100,727.00
Structure	<u>708,923.00</u>	<u>652,000.00</u>	<u>56,923.00</u>
*	\$1,966,650.00	\$1,809,000.00	\$157,650.00

	<u>Total Cost</u>	<u>Federal Funds</u>
<u>P. A. Status</u>		
Roadway	\$1,155,587.00	\$1,063,000.00
Structures	<u>708,923.00</u>	<u>652,000.00</u>
	\$1,864,510.00	\$1,715,000.00
 <u>PS & E Status</u>		
Signs & Illumination	\$ 102,140.00	\$ 94,000.00
	<u> </u>	<u> </u>
Total	\$1,966,650.00	\$1,809,000.00

RECEIVED
MAR 10 1960

Contract #05592

3-14-60

A

Project Report No. I-5-4(35)193	For 1-2 (9-1-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
FEDERAL-AID PROJECT AGREEMENT			County Lane
			Project No. I-5-4(35)193

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

**US 99 McKenzie River to Willamette River
(McKenzie River-Judkins Point Section)**

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	1-5-60	4.4
Other (Specify)		

FUNDS

Estimated total cost of project
\$ 1,864,510

Federal funds
\$ 1,715,000

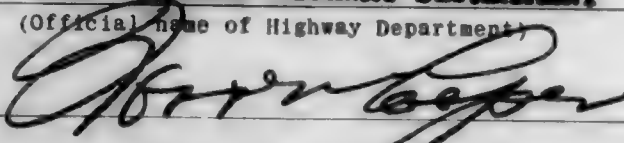
The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT

(Official name of Highway Department)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By

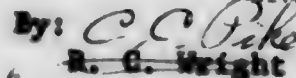


By

C. G. Polk

Division Engineer

Deputy State Highway Engineer
(title)

By: 
R. G. Wright

Acting Administrative Manager

By

Date executed by
Division Engineer **March 14, 1960**

(title)

By

(title)

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the McKenzie River-
Willamette River Section, Project No. I-5-4(35)193.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:jb

February 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as
a basis for project agreement for the McKensie River-
Willamette River Section, Project No. I-5-4(35)193.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid
Project No. I-5-4(35)193

McKENZIE RIVER-WILLAMETTE RIVER SECTION OF THE
PACIFIC HIGHWAY IN LAKE COUNTY

(Estimate on a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 24, 1960

Type Code 7221

Roadway (Sta. 344+30 to Sta. 578+60) (Contract No. 5592)

Embankment in Place	1,340 cu. yds.	\$1.00	\$ 1,340.00
1 1/2-inch Electrical Conduit	590 lin. ft.	1.90	1,121.00
Concrete in Islands and End Pieces	1 cu. yds.	100.00	100.00
Type 2 Fence	110 rods	7.00	770.00
Portable Traffic Barrier	1,520 lin. ft.	5.00	7,600.00
Metal Guard Rail	22,280 lin. ft.	2.40	53,472.00
Metal Median Barrier	7,700 lin. ft.	3.75	28,875.00
Guide Posts, Type "W-1"	254 only	6.00	1,524.00
Guide Posts, Type "Y-2"	206 only	7.00	1,442.00
Guide Posts, Type "Y-3"	7 only	8.00	56.00
Coarse Crushed Material in Base	205,900 tons	0.92	189,428.00
3/4" - 0 Material in Base	23,900 tons	0.92	21,988.00
Sprinkling	5,290 M-gal.	2.00	10,580.00
Preparation of Base	All Required (75%)		3,000.00
3/4" - 0 Material in Binder Course	1,380 cu. yds.	3.00	4,140.00
Furnishing and Placing Aggregates	2,010 cu. yds.	3.50	7,035.00
RC-3 Asphalt	222 tons	40.55	9,002.10
120-150 Asphalt	152 tons	38.00	5,776.00
RS-1 Asphalt	40 tons	40.00	1,600.00
Asphaltic Concrete Mixture	17,000 tons	3.25	55,250.00
Asphalt in Mixture	940 tons	31.00	29,140.00
Asphaltic Concrete Traffic Markers	1,400 lin. ft.	0.75	1,050.00
8-inch Portland Cement Concrete Pavement	143,000 sq. yds.	3.30	471,900.00
3/4-inch Expansion Joints	1,000 lin. ft.	0.50	500.00
Contraction Joints	22,000 lin. ft.	0.10	2,200.00
Dowel Bars	22,000 only	0.50	11,000.00
Tie Bars and Bar Reinforcement	188,500 lbs.	0.12	22,620.00
Wire Fabric Reinforcement	140,000 sq. yds.	0.70	98,000.00
3/8" - 0 Material in Cushion Course	5,350 tons	1.50	8,025.00
			<u>\$1,048,534.10</u>
Flagging (57 1/2% of Contractor's Costs)	All Required		<u>2,000.00</u>
	Subtotal		\$1,050,534.10
	10% Engr. & Cont.		105,052.90
	Total		<u>\$1,155,587.00</u>

Type Code X221Overcrossing Structure "A" (Br. #8689A) (Sta. 9B522+18 to Sta. 9B524+19)
(Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (7%)	\$	420.00
Structural Excavation	255 cu. yds. 84.80		1,224.00
Structural Excavation Below Elevation Shown	25 cu. yds. 8.00		200.00
Furnish Steel Pile Shells	504 lin. ft. 4.00		2,016.00
Drive Steel Pile Shells	14 only 50.00		700.00
Class "A" Concrete (389 cu.yds.)	All Required (15%)		23,550.00
Metal Reinforcement (103,000 lbs.)	All Required (18%)		12,060.00
Concrete Slab Riprap	320 sq. yds. 4.10		1,312.00
8-inch Metal Drain Pipe	52 lin. ft. 3.00		156.00
			<u>\$ 41,638.00</u>

Type Code X281Overcrossing Structure "B" (Br. #8689B) (Sta. 9E120+73.58 to Sta. 9E122+62.42)
(Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (9%)	\$	540.00
Structural Excavation	330 cu. yds. 84.80		1,584.00
Structural Excavation Below Elevation Shown	35 cu. yds. 8.00		280.00
Furnish Steel Pile Shells	574 lin. ft. 4.00		2,296.00
Drive Steel Pile Shells	14 only 50.00		700.00
Class "A" Concrete (328 cu.yds.)	All Required (12%)		18,840.00
Metal Reinforcement (60,100 lbs.)	All Required (11%)		7,370.00
Concrete Slab Riprap	285 sq. yds. 4.10		1,168.50
Metal Parapet Railing	379 lin. ft. 4.50		1,705.50
8-inch Metal Drain Pipe	48 lin. ft. 3.00		144.00
6-inch Standard Steel Pipe	30 lin. ft. 8.00		240.00
46-foot Prestressed Beams	12 only 750.00		9,000.00
52-foot Prestressed Beams	4 only 850.00		3,400.00
			<u>\$ 47,268.00</u>

Type Code X281Overcrossing Structure "C" (Br. #8689C) (Sta. 9E120+84.58 to Sta. 9E122+21.42)
(Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (14%)	\$	840.00
Structural Excavation	340 cu. yds. 84.80		1,632.00
Structural Excavation Below Elevation Shown	35 cu. yds. 8.00		280.00
Furnish Steel Pile Shells	880 lin. ft. 4.00		3,520.00
Drive Steel Piles	22 only 50.00		1,100.00
Class "A" Concrete (335 cu.yds.)	All Required (12%)		18,840.00
Metal Reinforcement (62,300 lin.ft.)	All Required (11%)		7,370.00
Concrete Slab Riprap	415 sq. yds. 4.10		1,701.50
Metal Parapet Railing	274 lin. ft. 4.50		1,233.00
8-inch Metal Drain Pipe	52 lin. ft. 3.00		156.00
46-foot Prestressed Beams	18 only 750.00		13,500.00
			<u>\$ 50,172.50</u>

Type Code X781Twin Undercrossing (Structures D & E) (314'-10" & 309') (Sta. 1-5 516+21.74 and Sta. 1-5 521+18.33) (Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (63%)	\$	3,780.00
Structural Excavation	1,520 cu. yds. 34.80		7,296.00
Structural Excavation Below Elevation Shown	150 cu. yds. 8.00		1,200.00
Furnish Steel Pile Shells	1,786 lin. ft. 4.00		7,144.00
Drive Steel Pile Shells	47 only 50.00		2,350.00
Class "A" Concrete (1,275 cu.yds.)	All Required (47%)		73,790.00
Metal Reinforcement (230,900 lbs.)	All Required (41%)		27,470.00
Concrete Slab Riprap	910 sq. yds. 4.10		3,731.00
Metal Parapet Rail	1,248 lin. ft. 4.50		5,616.00
8-inch Metal Drain Pipe	122 lin. ft. 3.00		366.00
52-foot Prestressed Beams	16 only 850.00		13,600.00
58-foot Prestressed Beams	20 only 975.00		19,500.00
74-foot Prestressed Beams	38 only 1,100.00		41,800.00
			<u>\$207,643.00</u>

Type Code X221Overcrossing Structure "F" (Sta. 95W 136+26 to Sta. 95W 137+66) (Contract No. 5594)

Shoring, Cribbing, Etc.	All Required (7%)	\$	420.00
Structural Excavation	255 cu. yds. 34.80		1,224.00
Structural Excavation Below Elevation Shown	25 cu. yds. 8.00		200.00
Furnish Steel Pile Shells	612 lin. ft. 4.00		2,448.00
Drive Steel Pile Shells	18 only 50.00		900.00
Class "A" Concrete (376 cu.yds.)	All Required (14%)		21,980.00
Metal Reinforcement (104,500 lbs.)	All Required (19%)		12,730.00
Concrete Slab Riprap	420 sq. yds. 4.10		1,722.00
Metal Parapet Rail	279 lin. ft. 4.50		1,255.50
8-inch Metal Drain Pipe	56 lin. ft. 3.00		168.00
			<u>\$ 43,047.50</u>

Type Code X721County Road Undercrossing (Dr. #177) (239') (Sta. 373+65.95) (Contract No. 5593)

Structural Excavation	70 cu. yds. 36.00	\$	420.00
Furnish Steel Pile Shells	450 lin. ft. 3.50		1,575.00
Drive Steel Pile Shells	10 only 50.00		500.00
Furnish Treated Timber Piling	1,450 lin. ft. 1.15		1,667.50
Drive Timber Piles	58 only 35.00		2,030.00
Class "A" Concrete (485 cu.yds.)	All Required (17%)		28,730.00
Metal Reinforcement (130,000 lbs.)	All Required (20%)		15,000.00
Concrete Slab Riprap	220 sq. yds. 7.00		1,540.00
8-inch Metal Drain Pipe	200 lin. ft. 3.50		700.00
			<u>\$ 52,162.50</u>

Oregon State Highway Department

Federal Aid
Project No. I-5-4(35)193Type Code X721Harlow Road Undercrossing (Br. #8184) (253') (Sta. 494+80.39) (Contract No. 5593)

Structural Excavation	300 cu. yds.	\$6.00	\$ 1,800.00
Furnish Steel Pile Shells	490 lin. ft.	3.50	1,715.00
Drive Steel Pile Shells	14 only	50.00	700.00
Class "A" Concrete (612 cu.yds.)	All Required (22%)		37,180.00
Metal Reinforcement (180,000 lbs.)	All Required (28%)		21,000.00
Concrete Slab Riprap	260 sq. yds.	7.00	1,820.00
8-inch Metal Drain Pipe	200 lin. ft.	3.50	700.00
			<u>\$ 64,915.00</u>

Type Code X781Garden Bay Undercrossing (Br. #8186) (228') (Sta. 545+24.23) (Contract No. 5593)

Structural Excavation	220 cu. yds.	\$6.00	\$ 1,320.00
Furnish Steel Pile Shells	720 lin. ft.	3.50	2,520.00
Drive Steel Pile Shells	18 only	50.00	900.00
Furnish Treated Timber Piling	1,080 lin. ft.	1.15	1,242.00
Drive Timber Piles	54 only	35.00	1,890.00
Class "A" Concrete (369 cu.yds.)	All Required (13%)		21,970.00
Metal Reinforcement (61,000 lbs.)	All Required (9%)		6,750.00
Concrete Slab Riprap	320 sq. yds.	7.00	2,240.00
8-inch Metal Drain Pipe	110 lin. ft.	3.50	385.00
53-foot Prestressed Beams	10 only	900.00	9,000.00
58-foot Prestressed Beams	5 only	990.00	4,950.00
66-foot Prestressed Beams	6 only	1,100.00	6,600.00
			<u>\$ 59,767.00</u>

Type Code X281Day Island Road Overcrossing (Br. #8187) (Sta. 570+90.50 to Sta. 572+53.92) (Cont. No. 5593)

Structural Excavation	735 cu. yds.	\$6.00	\$ 4,410.00
Furnish Steel Pile Shells	1,275 lin. ft.	3.50	4,462.50
Drive Steel Pile Shells	30 only	50.00	1,500.00
Class "A" Concrete (542 cu.yds.)	All Required (20%)		33,800.00
Metal Reinforcement (92,000 lbs.)	All Required (14%)		10,500.00
8-inch Metal Drain Pipe	140 lin. ft.	3.50	490.00
53-foot Prestressed Beams	8 only	900.00	7,200.00
56-foot Prestressed Beams	16 only	950.00	15,200.00
			<u>\$ 77,562.50</u>
Flagging (57½% of Contractor's Cost)	All Required		<u>300.00</u>
			<u>\$644,476.00</u>
			<u>64,147.00</u>
			<u>\$708,623.00</u>

Oregon State Highway Department

-5-

Federal Aid
Project No. 1-5-4(35)193

Length of Roadway - - - - - 4.407 Miles
Length of 9 Structures - - - - - 0.031 Mile
Total Length - - - - - 4.438 Miles
Cost of Roadway Per Mile - - - - \$262,216.24

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$1,155,587.00	\$1,063,000.00	\$ 92,587.00
Structure	<u>708,923.00</u>	<u>652,000.00</u>	<u>56,923.00</u>
	\$1,864,510.00	\$1,715,000.00	\$149,510.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Retained in Program Status

Work: Signing and Illumination

Total Cost: \$735,490.00 Federal Funds: \$625,000.00

PRESTRESSED BEAM DATA

<u>Length</u> (Ft.)	<u>Concrete</u> (Cu. Yds.)	<u>Prestressing</u> <u>Steel</u> (Lbs.)	<u>Mild</u> <u>Steel</u> (Lbs.)
46	6.97	481	1,000
52	7.82*	641	1,100
53	8.10	638	997
56	8.48	761	1,032
58	8.66	738	1,137
74	10.95	1,053	1,240
66	10.05	913	1,056

RECEIVED
JUN - 8 1960

FOR FILING

I-5-4(35)193
5592

June 7, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County, Contract No. 5592, in connection with Federal Aid Project No. I-5-4(35)193, I-105-4(104)195, S-245(7).

Very truly yours,

N. G. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:ia

RECEIVED
MAR 31 1960

FOR FILING

I-5-4(35)193-
5572

March 29, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 24, 1960, on Contract No. 5592, McKenzie River-Willamette River Section, in Lane County, in connection with Federal Aid Project Nos. I-5-4(35)193 and I-5-4(104)195.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

RECEIVED
MAR 19 1960
3-1050

Contract No. 5592 3-14-60 A

Monthly Transaction No. 1050	Form 2 (9-14-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project Report No. J-5-4(35)193	FEDERAL-AID PROJECT AGREEMENT		County Lane
			Project No. I-105-4(104)195

5592 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

**US 99 (Spur) Pacific Hwy. Jct. W. 0.9 mile
("Q" Street Section)**

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction		
Other (Specify)	1-5-60	0.9

FUNDS

Estimated total cost of project
\$ **423,306**

Federal funds
\$ **388,000**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By [Signature]
Deputy State Highway Engineer
(title)

By C. G. Polk
Division Engineer

By _____
(title)

By E. C. Wright
Acting Administrative Manager

By _____
(title)

Date executed by
Division Engineer **March 14, 1960**

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the McKenzie River-
Willamette River Section, ("Q" Street), Project No. I-105-
4(104)195.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:jb

February 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as
a basis for project agreement for the McKenzie River-
Willamette River Section ("Q" Street), Project No.
I-105-4(104)195.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:lt

Oregon State Highway Department

Federal Aid
Project No. I-105-4(104)195

McKENZIE RIVER-WILLAMETTE RIVER SECTION ("C" STREET)

OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 26, 1960

Type Code 7221

Roadway (Sta. 58+50 to Sta. 107+61.63) (Contract 5592)

Clearing and Grubbing	All Required		\$ 1,000.00
Drainage Excavation, Unclassified	840 cu. yds.	\$ 1.50	1,260.00
Embankment in Place	6,760 cu. yds.	1.00	6,760.00
12-inch Concrete Pipe	66 lin. ft.	2.25	148.50
36-inch Concrete Pipe	140 lin. ft.	8.50	1,190.00
Extra for Pipe Under Pavement	210 lin. ft.	2.50	525.00
Salvaging Culvert Pipe	190 lin. ft.	3.00	570.00
8-inch Sewer Pipe	620 lin. ft.	1.50	930.00
12-inch Sewer Pipe	920 lin. ft.	2.00	1,840.00
18-inch Sewer Pipe	590 lin. ft.	4.00	2,360.00
1-inch Electrical Conduit	130 lin. ft.	1.75	227.50
1 1/2-inch Electrical Conduit	310 lin. ft.	1.90	589.00
2-inch Electrical Conduit	500 lin. ft.	2.00	1,000.00
Concrete Inlets Type "G-1"	9 only	90.00	810.00
Concrete Inlets Type "G-2"	8 only	90.00	720.00
Concrete Manholes	4 only	250.00	1,000.00
Concrete Curbs	110 cu. yds.	40.00	4,400.00
Concrete in Islands and End Pieces	23 cu. yds.	100.00	2,300.00
Portable Traffic Barrier	1,680 lin. ft.	5.00	8,400.00
Metal Guard Rail	2,500 lin. ft.	2.40	6,000.00
Metal Median Barrier	4,300 lin. ft.	3.75	16,125.00
Guide Posts, Type W-1	40 only	6.00	240.00
Guide Posts, Type Y-2	64 only	7.00	448.00
Guide Posts, Type Y-3	1 only	8.00	8.00
Coarse Crushed Material in Base	54,100 tons	0.92	49,772.00
3/4" - 0 Material in Base	5,700 tons	0.92	5,244.00
Sprinkling	740 M-gal.	2.00	1,480.00
Preparation of Base	All Required (15%)		600.00
3/4" - 0 Material in Binder Course	370 cu. yds.	3.00	1,110.00
Furnishing and Placing Aggregates	480 cu. yds.	3.50	1,680.00
RC-3 Asphalt	56 tons	40.55	2,270.80
120-150 Asphalt	40 tons	38.00	1,520.00
RS-1 Asphalt	10 tons	40.00	400.00
Asphaltic Concrete Mixture	8,020 tons	3.25	26,065.00
Asphalt in Mixture	430 tons	31.00	13,330.00
Asphaltic Concrete Traffic Markers	1,420 lin. ft.	0.75	1,065.00
8-inch Portland Cement Concrete			
Pavement	27,000 sq. yds.	3.30	89,100.00
Contraction Joints	4,000 lin. ft.	0.10	400.00

Oregon State Highway Department

-2-

Federal Aid

Project No. L-105-4(104)195

Dowell Bars	4,000 only	0.50	2,000.00
Tie Bars and Bar Reinforcement	11,500 lbs.	0.12	1,380.00
Wire Fabric Reinforcement	27,000 sq. yds.	0.70	18,900.00
3/8" - 0 Material in Cushion Course	750 tons	1.50	1,125.00
			<u>\$276,222.00</u>
Flagging (57 1/2% of Contractor's Cost)	All Required		<u>3,000.00</u>
	Subtotal		\$279,222.00
	10% Engr. & Cont.		<u>27,922.20</u>
	Total		<u>\$307,222.00</u>

Type Code X231

Ferry St.-Coharie Road Interchange Structure (Br. #8700-B) (344') ("B" Line Sta. 48+59 to "B" Line Sta. 52+03) (Contract No. 5593)

Structural Excavation	500 cu. yds.	\$ 6.00	\$ 3,000.00
Furnish Steel Piling	340 lin. ft.	4.50	1,530.00
Drive Steel Piles	8 only	50.00	400.00
Splice Steel Piles	2 only	30.00	60.00
Class "A" Concrete (783 cu. yds.)	All Required (28%)		47,320.00
Metal Reinforcement (182,000 lbs.)	All Required (29%)		21,750.00
Structural Steel (104,000 lbs.)	All Required		25,000.00
Concrete Slab Riprap	220 sq. yds.	7.00	1,540.00
8-inch Metal Drain Pipe	106 lin. ft.	3.50	371.00
Metal Parapet Rail	690 lin. ft.	4.00	2,760.00
Post Tensioning Girder Seats	All Required		<u>1,800.00</u>
	Subtotal		\$105,531.00
	10 % Engr. & Cont.		<u>10,553.00</u>
	Total		<u>\$116,084.00</u>

Length of Roadway - - - - - 0.930 Mile
 Length of 1 Structure - - - - 0.000 Mile
 Total Length - - - - - 0.930 Mile
 Cost of Roadway Per Mile - - - \$330,346.23

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	\$307,222.00	\$282,000.00	\$ 25,222.00
Structure	<u>116,084.00</u>	<u>106,000.00</u>	<u>10,084.00</u>
	\$423,306.00	\$388,000.00	\$ 35,306.00

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
 Chap. 529, Laws 1939.
 State Funds for Maint: Chap. 529, Laws 1939.

Retained in Program Status

Work: Signing and Illum.
 Total Cost \$72,000.00 Federal Funds \$65,000.00

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

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FEB 19 1960

FOR FILING



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 18, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5592
Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5592, awarded January 28, 1960,
for paving the McKensie River-Willamette
River Section of Pacific Highway in Lane
County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

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FOR FILING

T 54(55)112-

When replying, refer to:
00-35.4

5572

100 State Highway Bldg.
Salem, Oregon

February 17, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Pacific Highway Projects I-5-4(25)193,
I-105-4(102)195 and S-115(6)

Dear Sir:

Reference is made to your letter dated February 15, 1960,
concerning subject order.

We are approving the use of State Forces as being in the
public interest in accordance with PFM 21-6.3 for the following
reasons:

1. The contractor is neither properly equipped nor
staffed to perform the work contemplated under the
order.
2. The State has trained men and specialized equipment
to perform the work most economically.

Reimbursement will be made on an actual cost basis.

Very truly yours,

C. O. Volk
Division Engineer

By:

D. M. Burich
Acting Division Engineer

*Amos
Ganter*

RECEIVED
JAN 28 - 2 1960

FOR FILING

I-5-4(35)193

5592

When replying, refer to:
08-35.1

408 State Highway Bldg.
Salem, Oregon

January 28, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5592 for Oregon Project I-5-4(35)193, McKenzie River-Willamette River (Paving) Section of the Pacific Highway, to Roy L. Houck Sons Corporation of Salem, Oregon, low bidder in the total amount of \$1,392,693.50 for this project and Projects I-105-4(104)195 and 3-145(7), at the January 21, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

*orig
Dexter*

RECEIVED
JAN - 3 1960

FOR FILING

I-5-4(35)192

When replying, refer to:
06-35.1

55/2

408 State Highway Bldg.
Salem, Oregon

January 28, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5592 for Oregon Project I-105-4(104)195, McKenzie River-Willamette River (Paving) Section of the Pacific Highway, to Roy L. Houck Sons Corporation of Salem, Oregon, low bidder in the total amount of \$1,392,693.50 for this project and Projects I-5-4(35)193 and S-145(7), at the January 21, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

orig
Printer

RECEIVED
JAN 29 1960

FOR FILING

I-5-4(35)193

5592

January 28, 1960

Roy L. Houck Sons' Corporation
1585 - 10th Street N. E.
Salem, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5592 for paving on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

This award was based on your bid of \$1,392,693.50, which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

me

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC

RECEIVED
JAN - 7 1960

FOR FILING

I-5-4(35)193

5592 When replying, refer to
35-35.4

408 State Highway Building
Salem, Oregon

January 5, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon
Project I-5-4(35)193, paving and structures on the McKenzie River-
Willamette River section of the Pacific Highway, Lane county.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

W.C. Williams

I-5-4(35)193 McKenzie R.-M111. R. 1960
I-105-4(104)195 Sec. of reloc. Pac. Hwy.
#5593 (5 structures)

RECEIVED
NOV 14 1960

FOR FILING

1-5-4(-1) 1960
5593

November 14, 1960

Seaboard Surety Company
Hansen & Rowland, Inc.,
1300 Puget Sound Bank Bldg.,
Tacoma, Washington

Gentlemen:

State Highway contract #5593 for 5 structures on the McKenzie River-Willamette River Section of Pacific Highway in Lane County was completed by the contractor, Hamilton & Thoms, Inc., on October 7, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of \$18,825.31 will be released to the contractor on or after November 25, 1960. The total contract amount is \$362,639.92, of which amount \$4,042.97 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Seaboard Surety Co.,
100 William Street
New York 38, N. Y.

FORM 1
RECEIVED
MAR 3 1960
COMMISSIONERS

FOR FILING

M. K. MCILWAIN, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5593



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 3, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Hamilton & Thoms, Inc.,
Box 726
Eugene
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5593, awarded January 28, 1960, for 5 structures on the McKenzie River-Willamette River Section of Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
JAN 29 1960

FOR FILING

TC 4,551,93
5593

January 28, 1960

Hamilton & Thoms, Inc.
P. O. Box 726
Eugene, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5593 for construction of five structures on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

As the low bid for this project was qualified, the award was based on your bid of \$359,938 which was the second low bid submitted to the Commission on January 21, 1960. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

IDAHO
MONTANA
OREGON
WASHINGTON

RECEIVED

- 1 1960

FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

I-5-4(35)193

When replying, refer to:
08-35.1

5593

408 State Highway Bldg.
Salem, Oregon

January 28, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5593 for Oregon Project I-5-4(35)193, McKenzie River-Willamette River (5 structures) Section of the Pacific Highway, to Hamilton & Thoms, Inc., of Eugene, Oregon, low bidder in the total amount of \$359,938.00 for this project and Project I-105-4(104)195, at the January 21, 1960 bid opening.

Very truly yours,

C. G. Polk

C. G. Polk
Division Engineer

RECEIVED
NOTED
C. S. PAXSON

I-5-L(35)193 McKenzie R.-Will. R. Sec. 1960
#5594 (2 reinf. conc. deck gird.
struc. in prest. conc. beam)

RECEIVED
AUG 31 1961

FOR FILING

August 31, 1961

General Insurance Company of America
Seattle
Washington

Attention: Mr. D. H. Purcell
Northwest Division Claims

Gentlemen:

This is to acknowledge your letter of August 29 concerning the Sig Andersson Contract No. 5594 for the "Q" St. Interchange Structures on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

Our records indicate that two claims have been filed on this contract as of this date, the descriptions of which are as follows:

Mercer Steel Co., Inc. - \$17,000, filed with the Secretary of State on June 19, 1961.

Morse Bros. - \$3,868.00, for concrete beams, filed with the Secretary of State on August 18, 1961.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp



W. L. CAMPBELL
PRESIDENT

GENERAL
INSURANCE COMPANY
OF AMERICA
SEATTLE, WASHINGTON

August 29, 1961

*Cec, please reply.
you might give him
a complete list of
claims filed.* 76

State of Oregon
State Highway Department
Oregon State Highway Commission
Salem, Oregon

Attention Floyd Query, Secretary

Gentlemen:

Principal: Sig Andersson
Bond 424527
Contract #5594
Q Street Interchange Structure

We are in the process of auditing and investigating all of the claims which may have been filed by creditors of Mr. Sig Andersson in connection with the construction of the Q Street Interchange Contract #5594.

It would be appreciated if you would check your records and ascertain whether or not the Lebanon Sand and Gravel Company - Morse Brothers have filed a claim for materials furnished on the above project. It would also be appreciated if you would inform us of any other creditors who have filed with you a notice of their claim. We are in receipt of your letter of transmittal dated June 23, 1961 in which you transmitted to us the claim filed by the Mercer Steel Company, Inc.

Trusting you will give this letter your immediate consideration.

Very truly yours,



D. H. Purcell
Northwest Division Claims
mr



RECEIVED
AUG 24 1961

FOR FILING

4444

August 24, 1961

General Insurance Company of America
Portland Service Office
209 S. W. 4th Ave.
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$3,868.00 which was filed on August 18, 1961, with the Secretary of State by Morse Bros., Harrisburg, for pre-stressed concrete beams furnished to Sig Andersson.

This appears to be in connection with State Highway Contract No. 5594 with Sig Andersson for the "Q" St. Interchange Structures on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Huggins Insurance Agency
P. O. Box 510
Coos Bay, Oregon

Sig Andersson
8th & Teakwood
Coos Bay, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

cc

CWH:fp



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

August 18, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
FLOYD QUERY

Dear Sir:

We have received from J. McClary, c/o Morse Bros.,
P. O. Box 117, Harrisburg, Oregon a notice of claim
by Sig Anderson, prime contractor on the Q Street
interchange project in Eugene, in the sum of
\$3,868.00. State Highway Contract No. 5594.

We are enclosing three copies of the claim for your
information and files.

Kindly acknowledge receipt of the copies on the
enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Public Records Section

GS:FK
Enc.



Morse Bros.

TWO LOCATIONS

HARRISBURG
OREGON

P. O. Box 117

Phone WY 3-3755

Harrisburg

5-2336 Aug. 15, 1961

LEBANON
OREGON

P. O. Box 266

Phone AL 8-3111

Secretary of State
State of Oregon
Salem, Oregon

Re: State Highway Contract # 5594
Contractor - Sig Anderson, Coos Bay

Dear Sir:

We wish to file notice that we have a balance due us on the
above contract as follows:

Balance due - \$ 3,868.00

This balance is due on Prestressed Concrete Beams furnished to
Sig Anderson, Prime Contractor on the Q St. interchange project
in Eugene, covered by State Highway Contract # 5594.

Very truly yours,

Morse Bros. - Harrisburg

by:

J. Mc Clary
J. Mc Clary

RECEIVED

RECEIVED

7-7-61

I am Sigurd Anderson of North Bend, Oregon. I have been engaged in the contracting business as a sole owner of my own business for several years. General Insurance Company of America has been surety on my bonds on various projects since 1955. Since December 1960 I have obtained bonding from United Pacific Insurance Company on four contracts.

When I commenced bonding with General Insurance Company in 1955, my wife and I signed a General Application and Agreement of Indemnity for Contract Bonds in favor of General Insurance Company. In this agreement I assigned to General Insurance Company all money due or to become due on any contract for which they were surety in the event of any claim against General Insurance Company on any bond. I hereby ratify and affirm this assignment as well as the other provisions of that agreement.

Recently I have encountered difficulties in processing my construction projects and in paying bills which are due. On June 28 I went to General Insurance Company in Portland and asked for help in paying these bills and making my payments.

Sig Anderson

(2)

The Contracts and Bonds in which General Insurance Company^{is} involved and may have claims are:

1. Bond 42 47 85 Construction of a Bank Building for the First National Bank of Oregon at Coos Bay Oregon.
2. Bond 42 47 92 Construction of the Cathlamet Slough Bridge for the State of Oregon at Coos Bay, Oregon. (15791)
3. Bond 44 70 44 Construction of the South Rice Hill Bridge for the State of Oregon, near Rice Hill, Oregon. (5216)
4. Bond 42 45 27 Construction of the "Q" Street Waterhouse for the State of Oregon at Eugene, Oregon.

There may be claims with respect to other projects and bonds in which General Insurance Company is involved, but I am not presently aware of them.

I will be unable to finance the performance of my contract with the State of Oregon on the Rice Hill Bridge (Bond 44 70 44) which is not yet started. I therefore ask that General Insurance Company make arrangements to have this job carried on by others.

Sig Anderson

③

At my request General Insurance Company made arrangements to cover my payroll check for the week ending June 28 on the Oathman through job. I have asked that they do the same for the week ending July 5 and for the next two weeks necessary to complete this job.

If they are unwilling to do so, I shall have to close this job down today. I have also asked that they arrange to pay the creditors on all jobs bonded by them. I fully acknowledge that I am presently in default with respect to payment for labor and material on all jobs bonded by General Insurance Company and am unable to proceed further without their assistance.

I have read the foregoing statement consisting of 3 pages including this one and it is true.

Big Anderson

RECEIVED
JUN 28 1961

FOR FILING

June 23, 1961

General Insurance Company of America
209 S. W. 4th Ave.
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$17,000 which has been filed with the Secretary of State by Mercer Steel Company, Inc., on June 19, 1961, for reinforcing steel and labor on Contract No. 5594.

This appears to be in connection with State Highway Contract No. 5594 with Sig Andersson for the "Q" St. Interchange Structures on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

Enc.
CC:
Huggins Insurance Agency
230 S. Broadway
Coos Bay, Oregon

Sig Andersson
8th & Teakwood
Coos Bay, Oregon

NOTED ON CARD

cc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

June 19, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Neil A. Austin, Controller, Mercer Steel Co., Inc., 2636 N. W. 26th Street, Portland 10, Oregon and filed as of this date, a notice of claim by Mercer Steel Co., Inc., for reinforcing steel and placing labor furnished at the special instance and request of Sig Andersson, used and incorporated in the Q Street Interchange, McKenzie-Willamette River Section, Oregon State Highway in the sum of \$17,000.00 against the bond taken from General Insurance Co. for the construction of the above structure. State Highway Contract No. 5594.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By

Public Records Section

GS:FK
Enc.

*ack. receipt 6-21-61
F.Q.*

June 15, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Lerry, Secretary

and

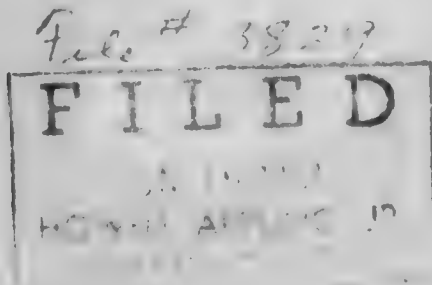
Howell A. Applegate, Secretary of State
State of Oregon
State Office Building
Salem, Oregon

NOTICE

Notice is hereby given that the undersigned, Mercer Steel Co., Inc., an Oregon Corporation, has a claim for reinforcing steel and placing labor furnished at the special instance and request of Sig Anderson, used and incorporated in the Q Street Interchange, McKenzie-Willamette River Section, Oregon State Highway, State Highway Contract 5594, in the sum of SEVENTEEN THOUSAND DOLLARS AND NO CENTS (\$17,000.00) against the bond taken from General Insurance Co. for the construction of the above structure.

Dated at Portland, Oregon, this 15th day of June, 1961.

MERCER STEEL CO., INC.



By Neil A. Austin
NEIL A. AUSTIN, Controller

RECEIVED
JUN 28 1961

FOR FILING

5594

June 23, 1961

Mercer Steel Co., Inc.
2636 N. W. 26th Ave.
Portland 10, Oregon

Attention: Mr. Neil A. Austin
Controller

Gentlemen:

This is to acknowledge receipt of your notice of claim, dated June 15, advising us that Sig Andersson owes you \$17,000 in connection with State Highway Contract No. 5594.

The Secretary of State has informed us that your claim was filed in his office on June 19, 1961, and he has assigned his file No. 3829 to this claim.

This information will be noted in our records and we will advise the surety and the contractor of your filing.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

CWH:fp

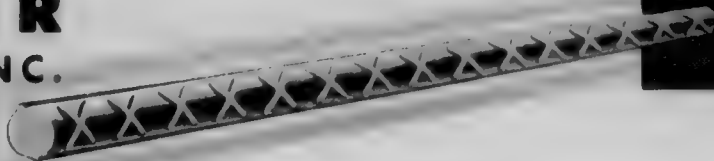
NOTED ON CARL

Sc

MERCER
STEEL CO., INC.

*Reinforcing Steel and
Building Specialties*

Capitol 6-2511
3636 N. W. 29th Ave.
PORTLAND 10, OREGON



June 15, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query, Secretary

and

Howell A. Appling, Secretary of State
State of Oregon
State Office Building
Salem, Oregon

NOTED
FLOYD QUERY

NOTICE

Notice is hereby given that the undersigned, Mercer Steel Co., Inc., an Oregon Corporation, has a claim for reinforcing steel and placing labor furnished at the special instance and request of Sig Andersson, used and incorporated in the Q Street Interchange, McKenzie-Willamette River Section, Oregon State Highway, State Highway Contract 5594, in the sum of SEVENTEEN THOUSAND DOLLARS AND NO CENTS (\$17,000.00) against the bond taken from General Insurance Co. for the construction of the above structure.

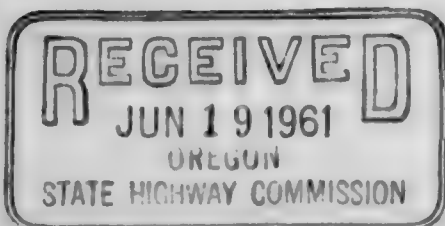
Dated at Portland, Oregon, this 15th day of June, 1961.

MERCER STEEL CO., INC.

By Neil A. Austin
NEIL A. AUSTIN, Controller

NAA:R

*See, please handle
7.6*



RECEIVED
MAY 26 1961

FOR FILING

I-5-4(35)193
5594

May 25, 1961

Mercer Steel Company, Inc.
2636 N. W. 26th Avenue
Portland 10, Oregon

Attention: Neil A. Austin

Dear Sir:

This is to acknowledge receipt of your letter of May 24 concerning the status of the Sig Andersson State Highway Contract 3594.

This contract was completed January 6, 1961 and was accepted by the Oregon State Highway Commission on January 27, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWHirj

MERCER
STEEL CO., INC.

*Reinforcing Steel and
Building Specialties*

Capitol 6-2511
2636 N. W. 26th AVE.
PORTLAND 10, OREGON

May 24, 1961

State of Oregon
State Highway Department
Salem, Oregon

NOTE
FLOYD QUERY

Attention: Floyd Query, Secretary

Subject: Completion Status
Oregon State Highway Contract 5594

Gentlemen:

This company has furnished material and labor to Sig Andersson of Coos Bay on the Q Street Interchange in the McKenzie-Willamette River Section.

Would you kindly let us know the completion and acceptance dates of this job?

Sincerely,

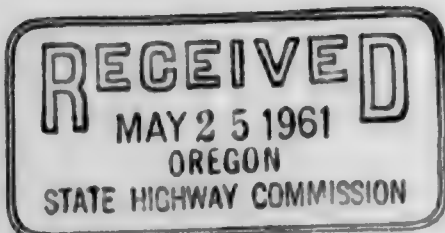
Neil A. Austin

NEIL A. AUSTIN

NAA:R

cc, please reply

76



NOTED
C. W. HEAD

RECEIVED
JAN 24 1961

FOR FILING

I-5-4 (35)
5594

January 24, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5594 for the "Q" Street Interchange Structures on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County was completed by the contractor, Sig Andersson, on January 6, 1961, but has not yet been accepted by the Commission.

Final payment in the amount of \$20,860.79 will be released to the contractor after acceptance by the Commission. The total contract amount is \$392,543.24, of which amount \$38.14 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Mr. Sig Andersson
8th & Teakwood
Coos Bay
Oregon

RECEIVED

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

I-5-4(35)193

5594



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 20, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

Dear Sir:

Sig Anderson has completed work on the McKenzie River-Willamette River Structures ("Q" St. Interchange) on the Pacific Highway in Lane County, Contract #5594, FAP No. I-5-4(35)193, on January 6, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CA:Gink

cc: J. W. Nash
Floyd Query
D. B. Parkes

Mr. Query - Don't file this until you show it to Dorothy Cook.

NOTED ON CARD
tc

RECEIVED
AUG 2 - 1960

FOR FILING

T 5-4(55)13

August 1, 1960

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. S. W. Tanner
Bond Department

Gentlemen:

This is to acknowledge receipt of your letter of July 29 concerning the amounts owed on May 5, 1960 on two of Sig Andersson's jobs. Our Bridge Division has furnished us with the following information:

Contract No. 5572 - Game Farm Road & SPRR Overcrossing.
May 10 estimate - \$19,800
Retainage this estimate - \$2,200
Total Retainage - \$10,930.

Contract No. 5594 - "Q" Street Interchange Structures.
May 10 estimate - \$52,029
Retainage this estimate - \$5,781
Total Retainage - \$13,328.05.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

RECEIVED
FEB 26 1960

FOR FILING

4435193
5594

Salem, Oregon
February 25, 1960

Construction Timing
McKenzie River-Willamette
River Section Bridges

Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Ivan Merchant

I have discussed with Mr. Sig Anderson, contractor for the Game Farm Road Overcrossing and the "Q" Street Interchange structures, his schedule of construction.

As you know, the contract time limit set up for the Game Farm Road Overcrossing might have carried completion of this structure into next February or March. Mr. Anderson, however, has agreed that he will expedite the work in all ways possible and hopes to have the southbound structure at Game Farm Road completed so that construction traffic can use it and pavement can be laid to the bridge ends by June 15, 1960, and that the northbound structure can be completed to the same status by August 31, 1960. In order to do this, complete co-operation between Mr. Anderson and Mr. Houck will be necessary. I am sure that Mr. Anderson will go as far as he can and I hope Mr. Houck will be equally co-operative.

It is anticipated that the four "Q" Street structures which will be required to route traffic in and out of Eugene will be completed by August 31, 1960. The other two structures connecting with the Springfield leg and with the freeway south should be completed by October 31, 1960.

G. S. Paxson

CSP:ae

RECEIVED
FEB 26 1960

FOR FILING

5594(25)193
5594

Salem, Oregon
February 25, 1960

Construction Timing
McKenzie River-Willamette
River Section Bridges

Mr. Forrest Cooper
Mr. Tom Edwards
Mr. Ivan Merchant

I have discussed with Mr. Sig Anderson, contractor for the Game Farm Road Overcrossing and the "Q" Street Interchange structures, his schedule of construction.

As you know, the contract time limit set up for the Game Farm Road Overcrossing might have carried completion of this structure into next February or March. Mr. Anderson, however, has agreed that he will expedite the work in all ways possible and hopes to have the southbound structure at Game Farm Road completed so that construction traffic can use it and pavement can be laid to the bridge ends by June 15, 1960, and that the northbound structure can be completed to the same status by August 31, 1960. In order to do this, complete co-operation between Mr. Anderson and Mr. Houck will be necessary. I am sure that Mr. Anderson will go as far as he can and I hope Mr. Houck will be equally co-operative.

It is anticipated that the four "Q" Street structures which will be required to route traffic in and out of Eugene will be completed by August 31, 1960. The other two structures connecting with the Springfield leg and with the freeway south should be completed by October 31, 1960.

G. S. Paxson

GSP:ae

COMMISSIONERS
M. K. McGIVER, CHAIRMAN
PORTLAND

KENNETH M. FRISVOLD, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

RECEIVED
FEB 24 1960

FOR FILING



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 24, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Mr. Sig Anderson
8th & Teakwood
Coos Bay
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5594, awarded January 28, 1960,
for the "Q" Street Interchange Structures
on the McKenzie River-Willamette River
Section of Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
JAN 29 1960

FOR FILING

25119
574

January 28, 1960

Mr. Sig Andersson
8th and Teakwood
Coos Bay, Oregon

Dear Mr. Andersson:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5594 for construction of structures on the McKenzie River-Willamette River Section of the Pacific Highway in Lane County.

This award was based on your bid of \$389,769 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

U-196(19) Main St. (Lebanon-Santiam 1960
Canal) Br. (widen br.,
#5595 grad. and pav.)

Content 5595

Monthly transaction number 12-32	Form 2A (5-5-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project report number 10	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT		County Linn
			Project number U-196(19)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 14, 19 60, is hereby modified as follows:

Revised estimated total cost of project \$ 33,083.00

Revised Federal funds \$ 19,838.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 14 day of December, 19 60.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By [Signature]

Deputy State Highway Engineer
(Title)

By _____

(Title)

By _____

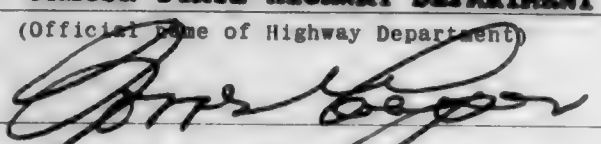
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: [Signature]
R. C. Wright
Administrative Manager

Contract No. 5595 3-14-60

Monthly RECEIVED MAR 18 1960	Form No. 2 (9-1-59)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
Project Report No. 41-196(19)	FEDERAL-AID PROJECT AGREEMENT		County Lane
			Project No. U-196(19)
The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.			
Project termini "A" Street to Elmore Street (Lebanon) Main Street (Lebanon) Bridge Section			
Project classification or class of work		Effective date of authorization	Approximate length (Miles)
Highway planning			
Preliminary engineering		3-9-59	
Rights-of-Way			
Construction		11-20-59	0.1
Other (Specify)			
FUNDS			
Estimated total cost of project \$ 32,890		Federal funds \$ 19,600	
The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.			
OREGON STATE HIGHWAY DEPARTMENT (Official name of Highway Department)		U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	
By 	By C. G. Folk	Division Engineer	
Deputy State Highway Engineer (title)	By  R. O. Wright	Administrative Manager	
By _____	Date executed by	March 14, 1960	
(title)	Division Engineer		
By _____			
(title)			

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Main Street Bridge
(Lebanon-Santiam Canal) Section, Project No. U-196(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

ANC:jb

February 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
for project agreement for the Main Street (Lebanon-Santiam Canal)
Section, Project No. U-196(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:am

Oregon State Highway Department

Federal Aid
Project No. O-196(19)

MAIN STREET BRIDGE (LEBANON-SANTIAM CANAL) SECTION
OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 11, 1960

Type Code P.E.

Preliminary Engineering All Required \$ \$ 1,000.00

Type Code 6201

Roadway (Sta. 780+97 to Sta. 785+05) (Contract No. 5595)

General Excavation, Unclassified	300 cu. yds.	3.30	990.00
Concrete Curbs	18 cu. yds.	53.00	954.00
Concrete Walks	40 sq. yds.	4.20	168.00
Reconstruction of Fence	All Required		220.00
Coarse Crushed Material in Base	300 cu. yds.	3.35	1,005.00
3/4" - 0 Material in Base	40 cu. yds.	3.95	158.00
Sprinkling	10 M-gal.	3.35	33.50
Class "B" Asphaltic Concrete	220 tons	11.50	2,530.00
			\$ 6,058.50
Flagging (57 1/2% of Contractor's Cost)	All Required		100.00
Bituminous Tack Coat	All Required		50.00
	Subtotal		\$ 6,208.50
	10% Engr. & Cont.		620.50
	Total		\$ 6,829.00

Type Code I021

Main Street Bridge (Sta. 782+65.97 to Sta. 783+20.97) (Contract No. 5595)

Remodel Old Bridge	All Required	\$	\$ 1,301.00
Structural Excavation	150 cu. yds.	5.60	840.00
Furnish Concrete Piling	264 lin. ft.	3.95	1,042.80
Drive Piles	12 only	160.00	1,920.00
Splice Piles	3 only	330.00	990.00
Class "A" Concrete (87 cu. yds.)	All Required		7,482.00
Metal Reinforcement (13,000 lbs.)	All Required		1,439.00
55-foot (nominal length) Prestressed Beams*	6 only	902.00	5,412.00
Metal Handrail	128 lin. ft.	14.50	1,856.00
Signs, Barricades and Lights	All Required		500.00
	Subtotal		\$22,782.80
	10% Engr. & Cont.		2,278.20
	Total		\$25,061.00

* Prestressed Beam Quantities

Oregon State Highway Department

-2-

Federal Aid
Project No. U-196(19)

*Prestressed Beam Quantities

Class "A" Concrete 8.33 cu. yds.
Metal Reinforcement 9.33 lbs.
Prestress Steel 5.38 lbs.

Length of Roadway - - - - 0.067 Mile
Length of Structure - - - 0.010 Mile
Total Length - - - - - 0.077 Mile
Cost of Roadway Per Mile-\$101,925.37

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Preliminary Engineering	\$ 1,000.00	\$ 600.00	\$ 400.00
Roadway	6,829.00	4,000.00	2,829.00
Structure	<u>25,061.00</u>	<u>15,000.00</u>	<u>10,061.00</u>
	\$32,890.00	\$19,600.00	\$13,290.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. U-196(9)

MAIN STREET BRIDGE (LEBANON-SANTIAM CANAL) SECTION

OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, July 21, 1959

Type Code P.E.

Preliminary Engineering	All Required	\$	\$ 1,000.00
-------------------------	--------------	----	-------------

Type Code 6201

Roadway (Sta. 780+97 to Sta. 785+05)

General Excavation, Unclassified	300 cu. yds.	\$1.50	\$ 450.00
Concrete Curbs	18 cu. yds.	60.00	1,080.00
Concrete Walks	40 sq. yds.	6.00	240.00
Reconstruction of Fence	All Required		100.00
Coarse Crushed Material in Base	300 cu. yds.	2.75	825.00
3/4" - 0 Material in Base	40 cu. yds.	3.00	120.00
Sprinkling	10 M-gal.	3.00	30.00
Class "B" Asphaltic Concrete	220 tons	7.50	1,650.00
			\$ 4,495.00
Flagging (57 1/2% of Contractor's Cost)	All Required		100.00
Bituminous Tack Coat	All Required		50.00
			\$ 4,645.00
	Subtotal		\$ 4,645.00
	10% Engr. & Cont.		464.50
	Total		\$ 5,109.50

Type Code X021

Main Street Bridge (Sta. 782+65.97 to Sta. 783+20.97)

Remodel Old Bridge	All Required	\$	\$ 3,000.00
Structural Excavation	150 cu. yds.	10.00	1,500.00
Furnished Prestressed Concrete Piling	264 lin. ft.	5.00	1,320.00
Drive Piles	12 only	75.00	900.00
Splice Piles	3 only	30.00	90.00
Class "A" Concrete (87 Cu.Yds. At \$75.00)	All Required		6,525.00
Metal Reinforcement (13,000 Lbs. At \$0.14)	All Required		1,820.00
55-Foot (Nominal Length) Prestressed Beams *	6 only	990.00	5,940.00
Metal Handrail	128 lin. ft.	12.00	1,536.00
			\$ 22,631.00
	Subtotal		\$ 22,631.00
	10% Engr. & Cont.		2,263.10
	Total		\$ 24,894.10

*Prestressed Beam Quantities

Class "A-A" Concrete	8.33 Cu.Yds.	at \$60.57	\$502.90
Metal Reinforcement	538 lbs.	at 0.125	67.25
Prestress Steel	933 lbs.	at 0.45	419.85
55-Foot Beam		Total	\$990.00

Oregon State Highway Department

-2-

Federal Aid
Project No. U-196(9)

Length of Roadway - - - - - 0.067 Mile
Length of Structure - - - - - 0.010 Mile
Total Length- - - - - 0.077 Mile
Cost of Roadway Per Mile- - - - \$76,261.19

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Preliminary Engineering	\$ 1,000.00	\$ 600.00	\$ 400.00
Roadway	5,109.50	3,100.00	2,009.50
Structure	<u>24,894.10</u>	<u>15,300.00</u>	<u>9,594.10</u>
	\$31,003.60	\$19,000.00	\$12,003.60

Oregon State Highway Department

Federal Aid (19)
Project No. U-196(9)

MAIN STREET BRIDGE (LEBANON-SANTIAM CANAL) SECTION
OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, October 23, 1959

Type Code 6201

Preliminary Engineering

All Required

\$ 1,000.00

Type Code 6201

Roadway (Sta. 780+97 to Sta. 785+05)

General Excavation, Unclassified	300 cu. yds.	\$ 1.50	\$ 450.00
Concrete Curbs	18 cu. yds.	60.00	1,080.00
Concrete Walks	40 sq. yds.	6.00	240.00
Reconstruction of Fence	All Required		100.00
Coarse Crushed Material in Base	300 cu. yds.	2.75	825.00
3/4" - 0 Material in Base	40 cu. yds.	3.00	120.00
Sprinkling	10 M-gal.	3.00	30.00
Class "B" Asphaltic Concrete	220 tons	7.50	1,650.00
			<u>\$ 4,495.00</u>
Flagging (57% of Contractor's Cost)	All Required		100.00
Bituminous Tack Coat	All Required		50.00
			<u>50.00</u>
	Subtotal		\$ 4,645.00
	10% Engr. & Cont.		464.50
	Total		<u>\$ 5,109.50</u>

Type Code X021

Main Street Bridge (Sta. 782+65.97 to Sta. 783+20.97)

Remodel Old Bridge	All Required		\$ 3,000.00
Structural Excavation	150 cu. yds.	\$ 10.00	1,500.00
Furnished Prestressed Concrete Piling	264 lin. ft.	5.00	1,320.00
Drive Piles	12 only	75.00	900.00
Splice Piles	3 only	30.00	90.00
Class "A" Concrete (87 cu. yds. at \$75.00)	All Required		6,525.00
Metal Reinforcement (13,000 lbs. at \$0.14)	All Required		1,820.00
55-foot (Nominal Length) Prestressed Beams*	6 only	990.00	5,940.00
Metal Handrail	128 lin. ft.	12.00	1,536.00
Signs, Barricades and Lights	All Required		1,000.00
			<u>\$ 23,631.00</u>
	Subtotal		\$ 23,631.00
	10% Engr. & Cont.		2,363.10
	Total		<u>\$ 25,994.10</u>

*Prestressed Beam Quantities

Class "A-A" Concrete	8.33 cu. yds.	at \$75.78	\$631.37
Metal Reinforcement	933 lbs.	at 0.125	116.63
Prestress Steel	538 lbs.	at 0.45	<u>242.10</u>
55-Foot Beam		Total	\$990.00

Length of Roadway - - - - - 0.067 Mile
 Length of Structure - - - - - 0.010 Mile
 Total Length - - - - - 0.077 Mile
 Cost of Roadway Per Mile - - - - - \$76,261.19

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Preliminary Engineering	\$ 1,000.00	\$ 600.00	\$ 400.00
Roadway	5,109.50	3,100.00	2,009.50
Structure	<u>25,994.10</u>	<u>15,800.00</u>	<u>10,194.10</u>
	\$ 32,103.60	\$ 19,500.00	\$ 12,603.60

Oregon State Highway Department

Federal Aid
Project No. U-196(19)

MAIN STREET BRIDGE (LEBANON-SANTIAM CANAL) SECTION
OF THE SANTIAM HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 17, 1959

Type Code P.E.

Preliminary Engineering	All Required	\$	\$1,000.00
-------------------------	--------------	----	------------

Type Code 6201

Roadway (Sta. 780+97 to Sta. 785+05)

General Excavation, Unclassified	300 cu. yds.	\$ 1.50	\$ 450.00
Concrete Cuts	18 cu. yds.	60.00	1,080.00
Concrete Walks	40 sq. yds.	6.00	240.00
Reconstruction of Fence	All Required		100.00
Coarse Crushed Material in Base	300 cu. yds.	2.75	825.00
3/4" - 0 Material in Base	40 cu. yds.	3.00	120.00
Sprinkling	10 M-Gal.	3.00	30.00
Class "B" Asphaltic Concrete	220 tons	10.00	2,200.00

Flagging (57 1/2% of Contractor's Cost)	All Required		\$5,045.00
Bituminous Tack Coat	All Required		100.00
			<u>50.00</u>

Subtotal	\$5,195.00
10% Engr. & Cont.	<u>519.00</u>

Total	\$5,714.00
-------	------------

Type Code X021

Main Street Bridge (Sta. 782+65.97 to Sta. 783+20.97)

Remodel Old Bridge	All Required		\$ 4,000.00
Structural Excavation	150 cu. yds.	\$10.00	1,500.00
Purchase Concrete Piling	264 Lin. ft.	5.00	1,320.00
Drive Piles	12 only	75.00	900.00
Splice Piles	3 only	30.00	90.00
Class "A" Concrete (87 cu. yds. at \$75.00)	All Required		6,525.00
Metal Reinforcement (13,000 lbs. at \$0.14)	All Required		1,820.00
55 foot (nominal length) Prestressed Beams	6 only	1,155.00	6,930.00
Metal Handrail	128 Lin. ft.	12.00	1,536.00

Oregon State Highway Department

-2-

Federal Aid
Project No. U-196(19)

Signs, Barricades and Lights

All Required

\$ 1,000.00

Subtotal

\$25,621.00

10% Engr. and Cont.

2,562.00

Total

\$28,183.00

*Prestress Beam Quantities

Class "A-N" Concrete	8.33	cu. yds.	at	\$95.00	\$791.00
Metal Reinforcement	933	lbs.	at	0.13+	121.90
Prestress Steel	538	lbs.	at	0.45	<u>242.10</u>
55 foot Beam		Total			\$1,155.00

Length of Roadway- - - - - 0.067 Mile

Length of Structure- - - - - 0.010 Mile

Total Length - - - - - 0.077 Mile

Cost of Roadway per mile - - - \$82,283.58

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Preliminary Engineering	\$ 1,000.00	\$ 600.00	\$ 400.00
Roadway	5,714.00	3,400.00	2,314.00
Structure	<u>28,183.00</u>	<u>17,000.00</u>	<u>11,183.00</u>
	\$34,897.00	\$21,000.00	\$13,897.00

RECEIVED
NOV - 2 1960

FOR FILING

11 191 (19)

5595

November 2, 1960

Glens Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5595 for structure-grading-paving the Main St. Bridge (Lebanon-Santiam Canal) Section of the Santiam Highway in Linn County was completed by the contractor, H. G. Carl Construction Co., on July 22, 1960, and was formally accepted by the Highway Commission on August 18, 1960.

Final payment in the amount of \$6,537.86 will be released to the contractor, c/o your company, on or after November 12, 1960. The total contract amount is \$28,628.80, of which amount \$393.47 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Bourland Insurance Agency
1980 Fairgrounds Road NE
Salem, Oregon

12

4-196 (19)

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
FOR CONSTRUCTION PROJECTS ONLY

* For Week Ending July 23rd, 1960

Section MAIN STR. BRIDGE (LEBANON-SANTIAM CANAL) Kind of work Bridge, Grading & Paving
 Highway Santiam County Linn Section prefix 22-1093
 Contractor H. G. Carl Const. Co. Contract number 5595
 Date of contract _____, 19____ Specified work days 120
 Date work started _____, 19____ Work days used _____
 Project authorization \$ _____ Per cent of time elapsed _____ %
 Exclusive of engineering \$ _____
 Estimated cost of completed project, exclusive of engineering \$ _____
 Estimated per cent overrun or underrun %
 Per cent of contract completed, based on estimated cost %
 Engineering authorization Grade & Pave \$ _____
 Engineering cost to date \$ 299.37 _____ % Date project was completed _____, 19____

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
		100%		100%	100%	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

All work complete. All of the work is included in a Bridge Contract under the supervision of Mr. O. R. Kennon, Res. Bridge Engineer at Corvallis, Oregon, who will have final acceptance.

FINAL REPORT ON GRADING, PAVING
AND CURBS.

NOTED
JUL 25 1960

CONSTRUCTION DIVISION
RECEIVED
JUL 25 1960

NOTED-
CE ACE ACE COE

NOTED

C. E. PAULSEN

Signed _____

L. L. MacIntyre, Res. Eng.

Address _____

1101 N. Pacific Hwy., Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.
State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.066	0.066			0.066
Miles partially completed	0.066	0.066			0.066
Miles completed	0.066	0.066			0.066
Total estimated quantities (contract)	300	340			220
Total quantities corrected to date	300	348.9			265.575
Estimated quantities moved or placed to date	289	348.9			265.575
Average daily quantities	0	0			265.575
Average daily quantities necessary to complete project on time	0	0			0
Number shifts per day					1
Hours per shift					8
Average force on project for week					7
Men					3
Supervision					1
Men and trucks under 3 tons					
Men and trucks over 3 tons					3
Men and tractors					

Equipment used during week: Shovels, Power graders 1, Rollers 1, Mixers, Crushing or screening plants

Compressors 1, Bulldozers, Compaction rollers, Trucks 3, Paver 1, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Clear		
Saturday			

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 30th, 1960.

Section MAIN STREET (LEBANON-SANTIAM CANAL) BR Kind of work Structure, Grading & Paving
 Highway Santiam County Linn Section prefix 22-1093
 Contractor H. G. Carl Const. Co. Contract number 5595
 Date of contract _____, 19____ Specified work days 120
 Date work started _____, 19____ Work days used _____
 Project authorization \$ _____ Per cent of time elapsed _____ %
 Exclusive of engineering \$ _____
 Estimated cost of completed project, exclusive of engineering \$ _____
 Estimated per cent overrun or underrun %
 Per cent of contract completed, based on estimated cost %
 Engineering authorization \$ _____
 Engineering cost to date \$ 114.35 % Date project was completed _____, 19____

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
		35%		10.2%		

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor excavated, placed gravel and curbs on West side of project. Expects to put West side of street in condition to accept traffic next week.

NOTE: This is a Bridge Contract under the supervision of Mr. O. R. Kennon, Resident Bridge Engineer, Corvallis.

NOTED

CONSTRUCTION DIVISION
RECEIVED

MAY 2 1960

NOTED--☒ ☒ ☒ ☒
CE ACE ACE GCE

For
M. N. Jones

Signed _____

Address _____

L. L. MacIntyre, Res. Eng.

1101 W. Pacific Hwy., Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.066	0.066			0.066
Miles partially completed	0.066	0.066			0
Miles completed	0	0			0
Total estimated quantities (contract)	300	340			270
Total quantities corrected to date	300	340	.	.	270
Estimated quantities moved or placed to date	105	137			0
Average daily quantities	105	137			0
Average daily quantities necessary to complete project on time					
Number shifts per day	1	1			
Hours per shift	8	8			
Average force on project for week	variable 3 - 8	variable 3 - 8			

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, Trucks . 4, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	Cloudy		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Fair		
Friday	Cloudy		
Saturday			

RECEIVED
MAR 11 1960
FOR FILING

COMMISSIONER
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM
4-19-60 (19)
5595



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
March 10, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

H. G. Carl Construction Company
P. O. Box 387
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5595, awarded January 28, 1960, for structure-grading-paving Main Street (Lebanon-Santiam Canal) Bridge Section of the Santiam Highway in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Encl.

RECEIVED
FEB 19 1960

FOR FILING

11-1-60
5-9-60

February 18, 1960

H. G. Carl Construction Company
P. O. Box 387
Salem, Oregon

Gentlemen:

This is to acknowledge your letter of February 10, received this morning, requesting that all payments on Contract 5595 be forwarded to you in care of Glens Falls Insurance Company, 6th Floor-Mills Tower, 220 Bush Street, San Francisco, 4, California, Attention, Mr. Arthur M. Colomb.

We will be pleased to forward payments as you have requested, and the Auditor is being so advised by copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

cc: Glens Falls Insurance Company
C. H. Maison (2)

Bourland-McElhinny Insurance Agency

NOTED ON CARD

dc

Salem, Oregon
February 10, 1960

Mr. Floyd Query, Sec.
State of Oregon, Highway Commission
Salem, Oregon

RE: H. G. Carl Construction Company
Contract #: 5595
Construction of Bridge number 578A

Dear Sir:

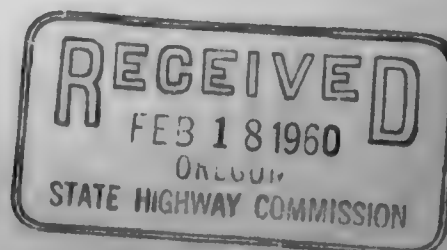
You are hereby requested and directed to mail all checks in payment of monies earned by the undersigned contractor in connection with the above contract, including monthly estimates, final payment and retained percentages, to the undersigned contractor, c/o Glens Falls Insurance Company, 6th Floor-Mills Tower, 220 Bush Street, San Francisco, 4, California, Attention Mr. Arthur M. Colomb.

Very truly yours,


Henry G. Carl

We acknowledge the above instructions.

By _____



RECEIVED
JAN 29 1960

FOR FILING
71-196 (19)
5575

January 28, 1960

H. G. Carl Construction Co.
P. O. Box 387
Salem, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5595 for bridge widening, grading and paving on the Main Street (Lebanon-Santiam Canal) Bridge on Santiam Highway in Lebanon, Linn County.

This award was based on your bid of \$28,841.30 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED
NOV 21 1959

FOR FILING

U 196(19)

5595

When replying, refer to:
08-35.6

Date: November 20, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. E. and E. documents for
Oregon Project U-196(19), Main St. Bridge Section, Santiam Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification
that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

*orig.
Porter*

I-80N-8(9)351 Olds Ferry-Idaho Line 1960
I-80N-8(8)372 Sec. of Old Ore. Tr. Hwy.
#5596 (Signing)

RECEIVED
FEB 5 - 1965

FOR FILING

100-100000
February 3, 1965

Mr. J. Edgar Hoover
Director, FBI

I received Lawrence Brown's January 29 report of
parallel wheel sign failures. I have instructed
Brown to take the following steps:

1. To determine by use of the Spectrophotometer,
to what extent the color of the wheel signs has faded
to determine that the normal color fading should be

2. To determine by a further test of the wheel
signs whether the color should be at the end of the 10-year
period. This would be primarily based on readings on
material which is considered to be good for further test.

3. To determine by tests the readings on the signs
which reflect reports as satisfactory.

4. To determine where they fall in the sliding
scale established under Points 1 and 2 above.

5. To give me the data which will then be turned
over to the Legal Division for such action as is necessary.

6. A separate category of failures will include the
wheel signs which are defective. They can be tested
on a separate scale of 100. The scale established and
used for a period of 100 years for determining failure of
a wheel sign. This will require working with the
problem of whether or not a wheel sign is considered failed
to deliver the sign message when it has faded to 1 part.

Attachments

17-1000

See Report
Additional Police Highway Engineer

cc: Bureau Copy
Mr. L. W. Porter
Mr. W. R. Davis (Enc.)
Mr. L. C. Givens (Enc.)
Mr. L. W. Brown
Chief Clerk

Mr. J. Edgar Hoover (Enc.)
Mr. W. R. Davis (Enc.)
Mr. L. C. Givens (Enc.)
Mr. L. W. Brown (Enc.)
Mr. L. W. Brown (Enc.)
Mr. L. W. Brown (Enc.)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

.....Salem, Oregon.....
.....January 22, 1965.....

SUBJECT:

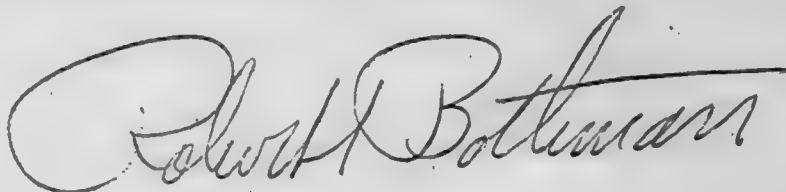
To:

Mr. Tom Edwards
Assistant State Highway Engineer
D E P A R T M E N T

Herewith report on defective porcelain enamel signs completed the latter part of December 1964. This represents the second report made on defective enamel signs in 1964. I am conducting this inspection every six months.

I am submitting all copies of this report to you since no action has been taken on previous reports to enforce the warranties. Perhaps a review of our position should be taken prior to transmitting of this report to those concerned.

Please advise if any change is requested in this procedure.



R. N. Bothman
Sign Engineer

RNB:nk
attachment

cc: E. S. Hunter

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 20, 1963

SUBJECT: Defective Porcelain Enamel Sign
Replacement

Mr. George Rohde
To: ~~XXXXXXXXXXXXXXXXXXXX~~
Chief Counsel
DEPARTMENT

On the following contract, the signs listed below have proven to be defective.
We recommend that the manufacturer be required to replace ~~these signs or portions thereof~~
in accordance with the terms of the guarantee:

SECTION Olds Ferry-Ontario
HIGHWAY Old Oregon Trail
CONTRACT NO. 5596 GUARANTEE NO. II
CONTRACTOR Electrical Products Corporation
MANUFACTURER California Metal Enameling Co.
6904 E. Slawson Ave.
Los Angeles, Calif.

DATE MANUFACTURED July 1960

SIGN NO.	TED DWG. NO.	STATION	MESSAGE	FAILURE REPORTED
1	S 34	1228+00	30 ONTARIO PAYETTE EXIT 1 MILE	April 1963
3	S 34	1281+20	30 ONTARIO PAYETTE	April 1963

Fading and discoloration are the cause of all reported failures.

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:nk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer Div. V

RECEIVED
DEC 2 - 1963
FORM 1-59

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1963

SUBJECT: Defective Porcelain Enamel Sign
Replacement

To: Mr. Leonard I. Lindas
Chief Counsel
DEPARTMENT

L

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs, in accordance with the terms of the guarantee:
or portions thereof

SECTION Olds Ferry-Ontario

HIGHWAY Old Oregon Trail

CONTRACT NO. 5596

GUARANTEE NO. II

CONTRACTOR Electrical Products Corporation

MANUFACTURER California Metal Enameling Company

6904 E. Slauson Ave.

Los Angeles, Calif.

DATE MANUFACTURED July 1960

SIGN NO.

TED DWG. NO.

STATION

MESSAGE

FAILURE

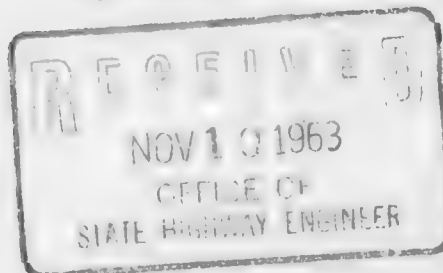
See Attached Sheet

ORIGINAL SIGNED BY R. N. BOTHMAN

R. N. Bothman
Sign Engineer

RNB:mk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer



NOTED
JOM EDWARDS

November 15, 1963

Defective Porcelain Enamel Signs on Contract 5396

<u>SIGN NO.</u>	<u>TED DWG. NO.</u>	<u>STATION</u>	<u>MESSAGE</u>	<u>FAILURE #</u>
2	S 58	961+00	BAKER 67 PORTLAND 371	Excessive spalling of 2nd & 6th panel
1	S 34	1228+00	30 ONTARIO PAYETTE EXIT 1 MILE	Discoloration of 5th and 12th panels
3	S 34	1281+20	30 ONTARIO PAYETTE	Discoloration of 3 panel
14	S 34	Interchange	ONTARIO - BOISE	Excessive spalling of 1st panel

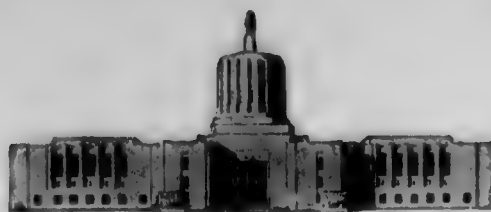
* Panels numbered from top, top panel #1, next panel #2, etc.

All signs previously reported May 3, 1963

RECEIVED
OCT 16 1963

FOR PRINTING
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 11, 1963

California Metal Enameling Co.
6904 E. Slauson Avenue
Los Angeles, California

Re: Replacement of Defective
Porcelain Enamel Signs

Gentlemen:

We are advised that nine porcelain enamel signs of your manufacture, located on the Olds Ferry-Idaho Line, Old Oregon Trail Highway, Interstate 80N, have proven defective as shown by excessive or abnormal fading or discoloration from normal atmospheric conditions, contrary to the provisions of your guarantee. These signs were manufactured in July 1960 and were installed by Electrical Products Corporation of Oregon, under Contract No. 5596, and are further identified as follows:

Message	Station
* BAKER 67 PORTLAND 371	961
* BUSINESS 30-201 ONTARIO EXIT 2 MILES	1067
201-ONTARIO-WEISER EXIT 3/4 MILE	1230
PAYETTE-WEISER-BAKER	Interchange
EXIT	1187+50
* 30 IDAHO AVE. PAYETTE	1228
30 IDAHO AVE. PAYETTE	1281+20
* ONTARIO-BOISE	MP 411.5
* PAYETTE-BAKER-BOISE	MP 411.5

*Previously reported to you by our letter dated November 2, 1962.

This letter constitutes a formal demand that you replace each of the defective signs above designated, without expense to the State of Oregon, pursuant to your guarantee.

Very truly yours,

L. I. LINDAS
Chief Counsel

FCMcK:ks

cc: Tom Edwards
F. B. Crandall
E. S. Hunter
R. N. Bothman
F. D. Morgan
A. F. Parson
L. I. Lindas
Electrical Products Corp. of Ore.

By
FRANK C. McKINNEY
Chief, Office Section

NOTED
TOM EDWARDS

RECEIVED
MAY 15 1963

FOR FILING

FORM 1-20 11-61 40320

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 8, 1963

To:

Memorandum to Files:

SUBJECT: Olds Ferry-Ontario Signing
Cont. No. 5596
Ontario Illumination
Cont. No. 5646

We were informed February 8, 1963, by Cecil Bassett of the Bureau of Public Roads that Roger Anderson and Merrill Gilbert, sub-contractors on the above captioned projects had failed to submit their payrolls and requested same in order to complete his audit.

After searching thru our files, I referred the matter to C. D. Cannon of Division V, who in turn contacted Enrique Rodriguez and George Hopkins Resident Bridge Engineers.

The required payroll for Roger Anderson was received by this office May 6, 1963, and transmitted to the Bureau of Public Roads. Merrill Gilbert's payroll was received by this office May 7, 1963, and was transmitted to the Bureau May 7, 1963.

All requirements as set forth by the Bureau have now been fulfilled and these two projects are now complete.

W. D. Garrett

WDG:smd

cc

✓ P. M. Stephenson

MAY 9 1963

OFFICE OF
STATE HIGHWAY ENGINEER

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engr. DATE: April 30, 1963
Salem, Oregon

FROM : A. W. Parsons, Division Engineer
08-35.5 Salem, Oregon

By: *L. R. Backlund*
L. R. Backlund
Administrative Manager

SUBJECT: Oregon Projects I-80N-8(8)372 and I-80N-8(9)351
Submission of Payrolls

Our records show that the following subcontracts were approved
but no payrolls have been submitted to date:

Contract 5596 - Roger Anderson, subcontractor *Olds Farm, Ontario, Ont.*
Contract 5646 - Merrill Gilbert General Excavation, subcontractor *Ontario, Illinois*

The final vouchers for these 2 projects have been audited and are
being held in this office without payment, pending the submission
of payrolls or a satisfactory explanation as to why none were sub-
mitted. Several previous requests for this information have been
made in person and by telephone, and to date no answer has been
received.

*Contracted with ...
He is searching for information.
Recd. both payrolls. See ...
5-7-63
llh*

RECEIVED
BUREAU OF PUBLIC ROADS
AM
7/8/63

NOTED
R. L. FORTER

William D. Garrett
Contractor

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 29, 1965

To:

Mr. A. E. Johnson
Division Engineer
P.O. Box 4699
Portland, 2, Oregon

SUBJECT: Request for Information
in Connection With BPR Audit
Contracts 5646 and 5596

Herewith a little project that got "bogged down" in this office some time ago and was again called to our attention by Bill Garrett, this having to do with subcontractors payrolls on the subject contracts.

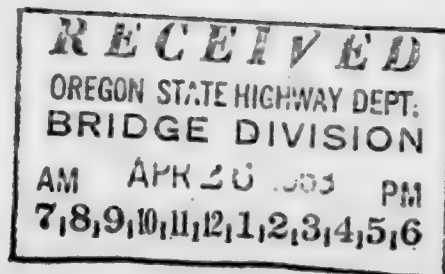
We cannot find anything in our records regarding payrolls. We presume that Resident Bridge Engineer Rodriguez might have diaries, or other records that may shed some light on the situation. Will you pass this along to him and ask him to make a report directly to Bill Garrett.

A. F. Parson
Division Engineer

By

[Signature]
C. D. Cannon
Office Engineer

CDC:if
Attachment
cc: Bill Garrett ✓



RECEIVED
MAY 10 1963

FOR FILING

IN-8(9)351

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1963

To: Mr. Leonard I. Lindas
Chief Counsel
DEPARTMENT

SUBJECT: Defective Porcelain Enamel Sign
Replacement

On the following contract, the signs listed below have proven to be defective. We recommend that the manufacturer be required to replace these signs in accordance with the terms of the guarantee:

<u>Section</u>	Olds Ferry - Idaho Line
<u>Highway</u>	Old Oregon Trail Highway I-80-N
<u>Contract No.</u>	5596 Guarantee No. II
<u>Contractor</u>	Electrical Products Corporation of Oregon
<u>Manufacturer</u>	California Metal Enameling Co. 6901 E Slauson Ave. Los Angeles, Calif.

Date Manufactured July 1960

<u>Sign No.</u>	<u>TED Dwg.No.</u>	<u>Station</u>	<u>Message</u>	<u>Failure</u>
2*	S 58	961	BAKER 67 PORTLAND 371	Discoloration
1*	S 33	1067	BUSINESS 30-201 ONTARIO EXIT 2 MI.	Discoloration
6	S 33	1230	201-ONTARIO-WEISER EXIT 1/4 MILE	Discoloration
8	S 33	Interchange	PAYETTE-WEISER-BAKER	Discoloration
D-1-60	S 33	1187+50	EXIT	Discoloration
1*	S 34	1228	30 IDAHO AVE. PAYETTE	Discoloration
3	S 34	1281+20	30 IDAHO AVE. PAYETTE	Discoloration
14*	S 34	MP 411.5	ONTARIO - BOISE	Discoloration
15*	S 34	MP 411.5	PAYETTE-BAKER-BOISE	Discoloration

* Previously reported to your office November 2, 1962.

L. E. George
Sign Engineer

LEG:mk

cc: Tom Edwards ✓
Traffic Engineer
Maintenance Engineer
Division Engineer Div. V

RECEIVED
MAY 6 1963
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
TOM EDWARDS

RECEIVED
MAY 1963
FORM CD-121 (2-22-59)
(REG. 200-10)

UNITED STATES GOVERNMENT
FOR FILING

Memorandum

44 96

TO : Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon

DATE: April 30, 1963

FROM : A. W. Parsons, Division Engineer
08-35.5 Salem, Oregon

By: *L. R. Backlund*
L. R. Backlund
Administrative Manager

SUBJECT: Oregon Projects I-80N-8(8)372 and I-80N-8(9)351
Submission of Payrolls

Our records show that the following subcontracts were approved
but no payrolls have been submitted to date:

Contract 5596 - Roger Anderson, subcontractor *Olds Ferry, Ontario, Iowa*
Contract 5646 - Merrill Gilbert General Excavation, subcontractor *Ontario, Illinois*

The final vouchers for these 2 projects have been audited and are
being held in this office without payment, pending the submission
of payrolls or a satisfactory explanation as to why none were sub-
mitted. Several previous requests for this information have been
made in person and by telephone, and to date no answer has been
received.

NOTED
R. L. PORTER
NOTED
LLOYD P. SHAW

Copy to *Stephenson*
Young
5-1-63
me

NOTED
R. L. PORTER

RECEIVED
MAY 1 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
DEC 13 1962

FOR FILE

611 (7/1/61)
6696

.LGMEPO

LAG ONT MCE 86 12-11-62 11:23AM

A F PARSON
O G MCCOMB

REF YOUR LETTERS 12-4 AND 12-7 RE: PORCELAIN ENAMEL SIGNS
ONTARIO-OLDS FERRY SEC, MR EDWARDS APPROVES MR BRAUER'S PLAN FOR
REPLACING DEFECTIVE SIGNS IN MAY OR JUNE. PLEASE ADVISE HIM WHEN
HE CALLS ON YOU IN JANUARY.

JOHN PHILLIPS

ML

0+.309

EDWARDS
TIM EDWARDS

[illegible]

INTER-DEPARTMENT CORRESPONDENCE

La Granda, Oregon
December 7, 1962

**SUBJECT: Porcelain Enamel Signs
Ontario-Olds Ferry**

To:

Mr. I. A. DeFrance
Maintenance Engineer
Salem

Herewith copies of a letter from Mr. McComb concerning subject signs. We have no objections to the proposal of Mr. Bremer. Please advise.

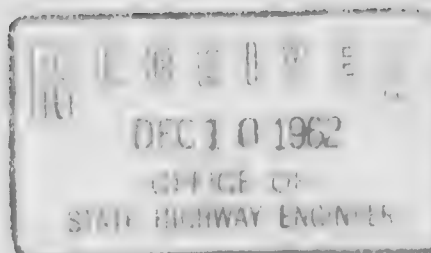
A. F. Parson
Division Engineer

AFF:DJ
Encl.

on: O. Q. McComb

Tom Edwards } 12/10/62
Alan Johnson } 28

NOTES
TOM LAMARCA



NOTED
J. A. PHILLIPS

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Ontario, Oregon

December 4, 1962

SUBJECT: Porcelain Enamel Signs
Ontario - Olds Ferry

To:

Mr. A. F. Parnen
Division Engineer
La Grande, Oregon

Mr. Robert Bruner, Regional Sales Supervisor for the California Metal Enameling Company, was in today and went over his inspection report of the signs on the Freeway from Ontario to Olds Ferry.

There were two signs reported by us that he could not find anything wrong with, but there were also two signs that we had not reported that he did find in bad shape. At this time, due to the fact that their construction crew had gone back to California for the winter, he requested permission to postpone replacement of these signs until spring - probably some time in May or June when he would make another inspection and stated that he would most likely find some more bad signs.

I told him that subject to your approval, I could see nothing radically wrong with this arrangement as none of the signs are unsightly or very noticeable. He said he would be back around the middle of January and would contact this office again and in case the spring date was not satisfactory, they would try to make some other arrangements.

If this meets with your approval, would you please let me know so that I can give him your answer when he returns in January.

C. G. McComb
District Maintenance Superintendent

CC: [unclear]

Copy to Tom Edwards } 12-10-62
Alan Johnson }

NOTED
J. A. PHILLIPS

RECEIVED
NOV 9 1962

COMMISSIONERS
FOR J. JACKSON, CHAIRMAN
MEDFORD

KENNETH N. FRIDLEY, MEMBER
WASCO

DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 2, 1962

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

California Metal Enameling Co.
6904 East Slauson Avenue
Los Angeles, California

Re: Replacement of Defective
Porcelain Enamel Signs

Gentlemen:

We are advised that seven signs of your manufacture, installed on the Olds Ferry-Ontario Section of Interstate Highway 80N, have proven defective, as shown by atmospheric deterioration. These signs are identified by text and mile post location on the attached schedule. All of these signs were installed during July of 1960, by Electrical Products Co. of Oregon under our Contract No. 5596.

We are advised that you have already replaced defective signs of your manufacture at various other locations on state highways, and this is to inquire whether we may also anticipate your early replacement of the signs listed on the attached schedule.

Yours very truly,

L. I. LINDAS
Chief Counsel

By
ALAN H. JOHANSEN
Staff Attorney

AHJ:ks
attach.

cc: Mr. Tom Edwards
Mr. F. B. Crandall
Mr. L. I. Lindas
Mr. John Phillips
Mr. F. D. Morgan
Mr. A. F. Parson
Mr. O. G. McComb

NOTED
TOM EDWARDS

NOV 8 1962

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OCT 23 1962

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 23, 1962

SUBJECT: Claims for Defective Porcelain Enamel
Sign Replacement

To:

L. I. Linder
Chief Counsel

Attention: Alan H. Johansen
Staff Attorney

Attached are claim letters on 20 contract installed porcelain enamel signs that have proven to be defective:

Thirteen of these signs are located on the Meacham-Oro Dell Section of Highway Interstate 80N and were manufactured by Bradley Porcelain Products, 500 Taylor Street, Missoula, Montana.

The other seven are located on the Olds Ferry-Ontario Section of the same highway and were manufactured by the California Metal Enameling Company, 6904 East Slauson Avenue, Los Angeles.

Mr. F. B. Crandall, Traffic Engineer, has advised us that the California Metal Enameling Company has already replaced some of the defective signs of their manufacture at various locations and are presently replacing signs on the North Albany-Lane County Line Section of Interstate 5 and the Davis Slough-Bullards Bridge Section of the Oregon Coast Highway. As we agreed in our discussion last Friday, it would be a good idea to find out what their intentions are with regard to the replacements necessary on Interstate 80N before making a formal demand.

We have no information on the present status of Bradley Porcelain Products.

If we can assist you in obtaining additional data of any kind, please advise.

ORIGINAL SIGNED BY JOHN A. PHILLIPS

John A. Phillips
Assistant Maintenance Engineer

NOTED
TOM EDWARDS

JAP:hl
Encls.

cc: Tom Edwards
F. B. Crandall
F. D. Morgan
A. F. Parson
O. G. McComb
L. C. Saitton
J. B. Bangert

RECEIVED
OCT 23 1962
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 19, 1962

SUBJECT: Defective Procelain Enamel
Sign Replacement

To:

Mr. Leonard I. Lindas
Chief Counsel

We have been advised that the following described sign has proved to be defective:

Location:

Highway: Interstate 80N (Old Oregon Trail No. 6)

Section: Idaho Avenue Interchange, Olds Ferry-Ontario Sec., Sign No. 1, Type "A"

M.P. 410.21 Station: 1228+00 Installation Date: July, 1960

Type of Failure: Atmospheric Deterioration

Text of Sign: Original: 9'0" x 11'0" - "30 EXIT 1 MILE"
Revised: 11'6" x 14'6" - "30 Idaho Ave. Payette EXIT 1 MILE"

Hwy. Dept.
Contract No. 5596

Manufacturer's
Contract No.

Guarantee No. II

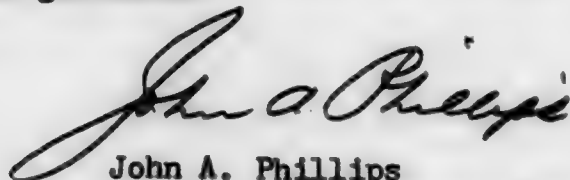
TED Dwg. No. 5-34

Name and Address of Manufacturer:

California Metal Enameling Co.,
6904 E. Slauson Avenue
Los Angeles, California

Installed by: Electrical Products Co. of Oregon

We recommend that a demand be made on the manufacturer to replace this sign in accordance with the terms of the guarantee.



John A. Phillips
Assistant Maintenance Engineer

JAP:jre

cc: Tom Edwards
F. B. Crandall
F. D. Morgan
Division Engineer A. F. Parson
District Maintenance Superintendents O. G. McComb

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 19, 1962

SUBJECT: Defective Procelain Enamel
Sign Replacement

To:

Mr. Leonard I. Lindas
Chief Counsel

We have been advised that the following described sign has proved to be defective:

Location:

Highway: Interstate 80N (Old Oregon Trail No. 6)

Section: Olds Ferry-Ontario, N. Ontario Interchange, Sign No. 1, Type "A"

M.P. 407.10 Station: 1067+00 Installation Date: July, 1960

Type of Failure: Atmospheric Deterioration

Text of Sign: 13'0" x 15'6" - "Business 30 Ontario EXIT 2 MILES 201"

Hwy. Dept. 5596
Contract No. _____

Manufacturer's
Contract No. _____

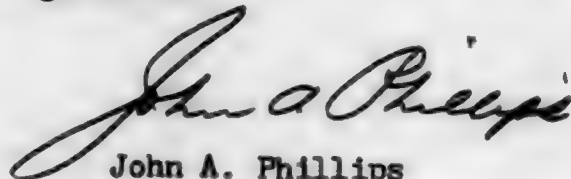
Guarantee No. II

TED Dwg. No. 5-33

Name and Address of Manufacturer: California Metal Enameling Co.,
6904 E. Blauson Avenue
Los Angeles, California

Installed by: Electrical Products Co. of Oregon

We recommend that a demand be made on the manufacturer to replace this sign in accordance with the terms of the guarantee.



John A. Phillips
Assistant Maintenance Engineer

JAP:jre

cc: Tom Edwards ✓
F. B. Crandall
F. D. Morgan
Division Engineer A. F. Parson
District Maintenance Superintendents O. G. McComb

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 19, 1962

SUBJECT: Defective Procelain Enamel
Sign Replacement

To:

Mr. Leonard I. Lindas
Chief Counsel

We have been advised that the following described sign has proved to be defective:

Location:

Highway: Interstate 80N (Old Oregon Trail No. 6)

Section: Olds Ferry-Ontario, N. Ontario Interchange, Sign No. 2, Type "A"

M.P. 408.16 Station: 1120+00 Installation Date: July, 1960

Type of Failure: Atmospheric Deterioration

Text of Sign: 13'0" x 15'6" - "Business 30 Ontario EXIT 1 MILE 201"

Hwy. Dept.

Contract No. 5596

Manufacturer's

Contract No.

Guarantee No. ZZ

TED Dwg. No. 5-33

Name and Address of Manufacturer: California Metal Enameling Co.,
6904 E. Slauson Avenue
Los Angeles, California

Installed by: Electrical Products Co. of Oregon

We recommend that a demand be made on the manufacturer to replace this sign in accordance with the terms of the guarantee.

John A. Phillips

John A. Phillips
Assistant Maintenance Engineer

JAP:jre

cc: Tom Edwards

F. B. Crandall

F. D. Morgan

Division Engineer A. F. Parson

District Maintenance Superintendents O. G. McComb

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 19, 1962

SUBJECT: Defective Procelain Enamel
Sign Replacement

To:

Mr. Leonard I. Lindas
Chief Counsel

We have been advised that the following described sign has proved to be defective:

Location:

Highway: Interstate 80N (Old Oregon Trail No. 6)

Section: Olds Ferry-Ontario, Stanton Blvd. Interchange, Sign No. 2, Type "A"

M.P. 405.15 Station: 961+00 Installation Date: July, 1960

Type of Failure: Atmospheric Deterioration

Text of Sign: 6'0" x 14'0" - "Baker 67 Portland 371"

Hwy. Dept.
Contract No. 5596

Manufacturer's
Contract No.

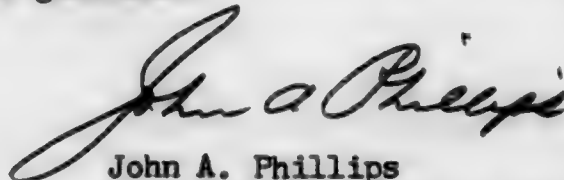
Guarantee No. II

TED Dwg. No. 5-58

Name and Address of Manufacturer: California Metal Enameling Co.,
6904 E. Slauson Avenue
Los Angeles, California

Installed by: Electrical Products Co. of Oregon

We recommend that a demand be made on the manufacturer to replace this sign in accordance with the terms of the guarantee.



John A. Phillips
Assistant Maintenance Engineer

JAP:jre

cc: Tom Edwards
F. B. Crandall
F. D. Morgan
Division Engineer A. F. Parson
District Maintenance Superintendents O. G. McComb

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 19, 1962

SUBJECT: Defective Procelain Enamel
Sign Replacement

To:

Mr. Leonard I. Lindas
Chief Counsel

We have been advised that the following described sign has proved to be defective:

Location:

Highway: Interstate 80N (Old Oregon Trail No. 6)

Section: Olds Ferry-Ontario (in Idaho Ave. Interchange) Sign No. 14, Type "A"

M.P. 411.49 Station: — Installation Date: July, 1960

Type of Failure: Atmospheric Deterioration

Text of Sign: 3'6" x 6'6" -↑ "Ontario" ← "Boise"

Hwy. Dept.

Contract No. 5596

Manufacturer's

Contract No.

Guarantee No.

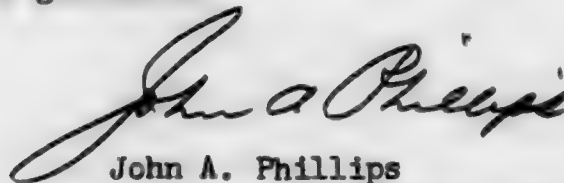
II

TED Dwg. No. 5-34

Name and Address of Manufacturer: California Metal Enameling Co.,
6904 E. Slauson Avenue
Los Angeles, California

Installed by: Electrical Products Co. of Oregon

We recommend that a demand be made on the manufacturer to replace this sign in accordance with the terms of the guarantee.



John A. Phillips
Assistant Maintenance Engineer

JAP:jre

cc: Tom Edwards

F. B. Crandall

F. D. Morgan

Division Engineer

District Maintenance Superintendents

A. F. Parson

O. G. McComb

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 19, 1962

SUBJECT: Defective Procelain Enamel
Sign Replacement

To:

Mr. Leonard I. Lindas
Chief Counsel

We have been advised that the following described sign has proved to be defective:

Location:

Highway: Interstate 80N (Old Oregon Trail No. 6)

Section: Olds Ferry-Ontario, Olds Ferry Interchange, Sign No. 4, Type "A"

M.P. 390.81 Station: 204+00 Installation Date: July, 1960

Type of Failure: Atmospheric Deterioration

Text of Sign: Original: 6'0" x 18'0" - "Weiser Payette"
Revised: 6'0" x 18'0" - "Weiser"

Hwy. Dept.

Contract No. 5596

Manufacturer's

Contract No.

Guarantee No.

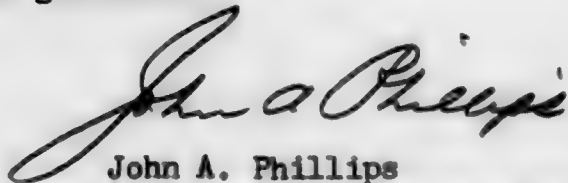
II

TED Dwg. No. 5-57

Name and Address of Manufacturer: California Metal Enameling Co.,
6904 E. Slauson Avenue
Los Angeles, California

Installed by: Electrical Products Co. of Oregon

We recommend that a demand be made on the manufacturer to replace this sign in accordance with the terms of the guarantee.



John A. Phillips
Assistant Maintenance Engineer

JAP:jre

cc: Tom Edwards

F. B. Crandall

F. D. Morgan

Division Engineer A. F. Parson

District Maintenance Superintendents O. G. McComb

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 19, 1962

**SUBJECT: Defective Procelain Enamel
Sign Replacement**

To:

**Mr. Leonard I. Lindas
Chief Counsel**

We have been advised that the following described sign has proved to be defective:

Location:

Highway: Interstate 80N (Old Oregon Trail No. 6)

Section: Olds Ferry-Ontario, at Idaho Avenue, Sign No. 15, Type "A"

M.P. 11.49 Station: --- Installation Date: July, 1960

Type of Failure: Atmospheric Deterioration

Text of Sign: 4'6" x 8'6" - "Payette Baker Boise"

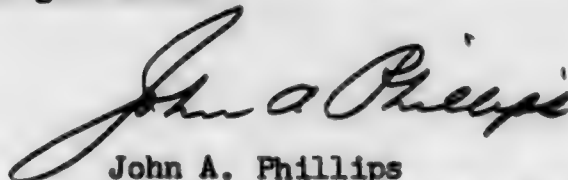
Hwy. Dept. Contract No. 5596 Manufacturer's Contract No. ---

Guarantee No. II TED Dwg. No. 5-34

**Name and Address of Manufacturer: California Metal Enameling Co.,
6904 E. Slauson Avenue
Los Angeles, California**

Installed by: Electrical Products Co. of Oregon

We recommend that a demand be made on the manufacturer to replace this sign in accordance with the terms of the guarantee.



**John A. Phillips
Assistant Maintenance Engineer**

JAP:jre

**cc: Tom Edwards
F. B. Crandall
F. D. Morgan
Division Engineer A. F. Parson
District Maintenance Superintendents O. G. McComb**

COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 6, 1962

5596

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Mr. Baird French of your Portland office, called recently stating that Mr. Robert Nelson of the Traffic Safety Supply Company, had contacted him in regard to sign contracts awarded to the Electrical Products Corp.

Mr. Nelson stated that the Electrical Products Corp. was acting as a broker and was subcontracting all or a substantial part of the sign contracts. In checking into this matter, we have found that six sign contracts have been awarded to the Electrical Products Corp. Three such contracts, the Jenkins Point Interchange Section Signing Contract, Project No. I-5-4(25)175, the Jenkins Point-Cottage Grove Section Signing Contract, Project Nos. I-5-3(26)175 and I-5-3(38)6093 190; and the Irrigon Junction Interchange Section Signing Contract, Project No. I-5-5(7)166, have no registered subcontractor.

6132

In three contracts there were registered subcontractors. The Sundial-Rooster Rock Section Signing Contract, Project Nos. 5549 I-5-2(7)15 and I-5-1(11)14, in the amount of \$32,353.41 had two subcontractors. This was for the installation of steel and wood posts in the amount of \$3,648.37 and to furnish and drive piling in the amount of \$1,755, which was a total of 17 percent of the over-all contract price.

The Olds Ferry-Idaho Line Section Signing Contract, Project Nos. I-5-3(9)351 and I-5-3(3)372, in the amount of \$56,699.77 had two subcontractors. The electrical work was subcontracted for a total of \$500 and the installation of signs and sign supports for \$7,644.93. The subcontracts amount to 14 percent of the total contract price.

The Washington County Line-Highlands Interchange Section Illumination and Signing Contract, Project Nos. F-318(6) and U-318(4), 5743 in the amount of \$59,622.63, had one subcontract. This was for the sign structures at \$17,238.10, or a total of 28.9 percent of the over-all contract price.

Mr. A. W. Parsons - 2

September 6, 1962

Based upon these data, it does not appear that Electrical Products Corp. has been in violation of the provision of the specifications, which requires that subcontracts not exceed 50 percent of the over-all contract cost.

We attach for your information a list of sign contracts wherein either the Electrical Products Corp. or the Traffic Safety Supply Company have been involved. You will note that the Traffic Safety Supply Company (Mr. Robert Nelson) has been the sign supplier on the greatest bulk of signs furnished.

Very truly yours,

Forrest Cooper
State Highway Engineer

By ORIGINAL SIGNED
TOM EDWARDS

Tom Edwards
Assistant State Highway Engineer

Attachment

cc Forrest Cooper ✓
G. S. Paxson
F. B. Crandall

RECEIVED
SEP 11 1962

FORM E-20 50M 11-61 40330

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 31, 1962

SUBJECT:

To: MEMO TO FILE

Baird French gave me the following information by telephone this date:

Mr. French stated that a gentleman by the name of Nelson was contending that the Electrical Products Corporation, who is a contractor on State work, was violating the provisions of federal regulations involving subcontractors; namely, that it was acting as a broker and was subcontracting all or a substantial part of State FA contracts. Mr. Nelson had retained an attorney, Kenneth Baines of the firm Wheelock, Richardson, & Niehaus to represent him in this matter. Mr. Nelson apparently wanted the attorney to take this matter up with the FBI or somebody. Mr. Baines had contacted Mr. French and, in Mr. French's opinion, did not seem very exercised about the matter and did not seem to know how to proceed.

Mr. Edwards is making an investigation of this matter.

Forrest Cooper
Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. I. Lindas

RECEIVED
SEP 17 1962

FORM E-30 30M 11-61 40830

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 31, 1962

SUBJECT:

To: MEMO TO FILE

Baird French gave me the following information by telephone this date:

Mr. French stated that a gentleman by the name of Nelson was contending that the Electrical Products Corporation, who is a contractor on State work, was violating the provisions of federal regulations involving subcontractors; namely, that it was acting as a broker and was subcontracting all or a substantial part of State FA contracts. Mr. Nelson had retained an attorney, Kenneth Baines of the firm Wheelock, Richardson, & Niehaus to represent him in this matter. Mr. Nelson apparently wanted the attorney to take this matter up with the FBI or somebody. Mr. Baines had contacted Mr. French and, in Mr. French's opinion, did not seem very exercised about the matter and did not seem to know how to proceed.

Mr. Edwards is making an investigation of this matter.

Forrest Cooper
Forrest Cooper
State Highway Engineer

FC:fn

cc . G. S. Paxson
R. L. Porter
Tom Edwards
Victor D. Wolfe
Ivan Merchant
L. I. Linds

RECEIVED

30 1962
FORM 8-50-1 11-61-00831

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 29, 1962

5596

SUBJECT: Defective Porcelain Enamel
Sign Replacement

To:

Mr. Leonard I. Lindas
Chief Counsel

Attention: Alan H. Johansen
Staff Attorney

We have been advised that the following described sign has proved to be defective:

Location:

Highway: Interstate 80N

Section: Olds Ferry-Ontario
Just west of Stanton

M.P. Boulevard Interchange Station 961+00

Type of Failure: Spalling

14'

Text of Sign: (Distance Sign) 6'

Baker 67
Portland 371

Contract No. Casco 6-1-60
C-605-B-1 No. 2 Installation Date 6-3-60

Guarantee No. II

Name and Address of Manufacturer:

California Metal Enameling Co.
6904 E. Slauson Avenue
Los Angeles 22, California

We recommend that a demand be made on the manufacturer to replace this sign in accordance with the terms of the guarantee.

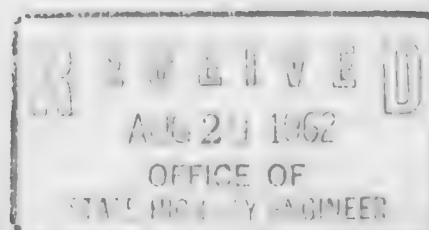
ORIGINAL SIGNED BY JOHN A. PHILLIPS

John A. Phillips
Assistant Maintenance Engineer

JAP:jre-kmb

cc: Tom Edwards ✓
F. B. Grandall
F. D. Morgan
A. F. Parson
O. G. McComb

NOTED
TOM EDWARDS



RECEIVED
FEB 13 1962

FOR FILING

TEN
5596

February 9, 1962

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5596, awarded to the Electrical Products Corp. of Oregon, for sign installation on the Olds Ferry-Idaho Line Section of the Old Oregon Trail in Malheur County.

This contract was completed on November 17, 1961, and was accepted by the Highway Commission on December 8, 1961. Final payment in the amount of \$4,252.48 will be released to the contractor on or after February 16, 1962. The total contract amount is \$59,057.60 and no force account work was performed on the project.

No claims for labor or materials have been filed with us.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Gerlinger, Richards & Arnold Co.,
201 American Bank Bldg.,
Portland, Oregon

cc: Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 1, Oregon

RECEIVED
FORM 8-123-2 BON 1-61
DEC 1 1961

FOR FILING
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

J Cook

November 24, 1961

Mr. C. G. Polk
Division Engineer
U. S. Bureau of Public Roads
477 N. E. Cottage St.
Salem, Oregon

Dear Mr. Polk:

Re: Olds Ferry-Idaho Line (Signing)
Contract No. 5596
FAP No. I-80N-8(9)351 & I-80N-8(8)372

Electrical Products Corp of Oregon completed work on the Olds Ferry-Idaho Line (Signing) project on the Old Oregon Trail Highway in Malheur County, Contract No. 5596, FAP No. I-80N-8(9)351 & I-80N-8(8)372, on November 17, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

dl

cc: Floyd Query ✓
J. W. Nash
D. B. Parices

NOTED ON CARD

dc

NOTED
FLOYD QUERY

RECEIVED

FOR FILING

1-90N-8(9) 351

5594

September 7, 1960

Mr. O. Bryce Bennett
State Highway Engineer
Idaho Department of Highways
Post Office Box 879
Boise, Idaho

Dear Mr. Bennett:

It has been indicated to Mr. Parson, our Division Engineer, that you wish some definite city destination in Idaho indicated on the directional signing on 180N at the Ontario Interchange. The signing plans at the Ontario Interchange (Idaho Avenue) were the subject of discussion between representatives of our respective Highway Departments as well as local representatives from both Oregon and Idaho cities involved. I believe that, as an outgrowth of this prior conference, with sign adjustments that have been ordered, your wishes will be cared for.

In the original sign-contract plans, the message directed to eastbound traffic on 180N approaching this interchange was indicated as "US30" - "Ontario". This will be revised through change order to read "US30" - "Idaho Avenue" - "Payette".

With respect to westbound traffic on 180N approaching the subject interchange, it was the consensus of the group that reviewed the signing plans that traffic on 180N destined for points such as New Plymouth and Payette would logically be routed off 180N at the interchange in Idaho (I believe you call it the Fruitland Interchange), and with such thinking it would not be necessary to indicate Idaho city destinations for westbound traffic at the Ontario Interchange.

I trust the signing as outlined will be satisfactory to you; however, if you have any difference of thought, kindly let us know.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

FBC:njc me
cc Mr. W. C. Williams
Mr. I. A. DeFrance
Mr. F. B. Crandall
Mr. A. F. Parson

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
September 2, 1960

SUBJECT: Brice Bennett's discussion
re: signing at Ontario

To:

Mr. F. B. Crandall
Traffic Engineer
Salem

Through Mr. Gus Anderson, District Engineer for the Idaho Highway Department, Brice Bennett, State Highway Engineer for the State of Idaho has complained regarding our signing on the new highway through Ontario.

He thinks that on the leg turning off from Highway 60, going through Ontario on Idaho Avenue there should be an Idaho town mentioned. Also on the interchange leg off the west bound lane coming onto Idaho Avenue the sign should mention a State of Idaho town instead of merely just stating Idaho.

I advised Mr. Anderson that I would bring this information to your attention, as I was not sure this would conform to Interstate standards. Will you please advise Mr. Bennett.

[Signature]
A. P. Parson
Division Engineer

APF:gd

cc - Mr. I. A. DeFrance
Mr. Forrest Cooper

*Payette to
be added
already
ordered*

30
Idaho Ave.
Poyette

RECEIVED
SEP 11 1960
TRAFFIC ENGINEERING

RECEIVED
AUG 19 1960

FOR FILING

1-80N-7(9) 3-1
1-80N-8(8) 3-72
5596

Salem, Oregon
August 19, 1960

Mr. Ivan D. Merchant

Herewith letter from the Bureau of Public Roads
returning Price Agreement No. 1 on the Olds Ferry-Idaho
Line signing installation.

Will you please discuss this further with the
Bureau.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

August 16, 1960

C. G. Folk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Projects I-80W-8(9)351 & I-80W-8(8)372
Olds Ferry-Idaho State Line
Sign Installation

Reference is made to Price Agreement No. 1 concerning minor sign revisions on the subject projects. It is being returned herewith.

We have made a cursory review of this Price Agreement and have noted that several items are not eligible for Federal-aid participation and those that are have not been properly supported by a cost analysis.

We cannot approve Federal participation in the case of item No. 2, administrative costs incurred by the contractor. These costs should be and normally are included in agreed unit prices for performing additional work and cannot be reimbursed as a separate item.

You also show a reduction of 28.5 square feet of Type "A" sign in place under item No. 2 but do not show a credit for this reduction in work to be performed. Further study indicates that an additional 72.50 square feet of Type "A" signing was required under item 5. This makes a net increase of 44 square feet of Type "A" signing under this agreement. You show the cost of this work to be \$1,270.42 plus \$117.12 for administrative cost or a total of \$1,387.54. This amounts to a unit price of \$31.54 per square foot Type "A" sign compared to the contract unit price of \$7.77 per square foot.

We do not feel that the contractor should be limited to the contract unit price for this additional work but we do feel that a unit price of this magnitude would be very difficult to justify.

A complete cost analysis for all items should accompany the Price Agreement when it is resubmitted for Federal participation, in order to support the agreed unit prices. Also the administrative changes should be deleted.

Attachments

RECEIVED
AUG 12 1960

FOR FILING

I-80N-8(4) 341
I-80N-8(4) 341
5596

Salem, Oregon
August 12, 1960

Mr. F. B. Crandall
Mr. Ivan D. Merchant

Herewith copy of a memorandum from the Bureau of
Public Roads approving the aluminum sign panels having the
high gloss rating.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ee

UNITED STATES GOVERNMENT

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Memorandum

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: August 11, 1960

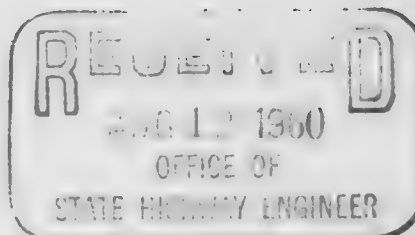
FROM : *C. G. Polk*
08-35.4-DA C. G. Polk, Division Engineer
Salem, Oregon

SUBJECT: Oregon Projects I-80N-8(9)351 and I-80N-8(8)372, Sign Installation
Olds Ferry-Ontario Section

Reference is made to Mr. Paxson's letter of August 8, 1960 concerning the high gloss rating obtained when testing the porcelain enamel being used on the extruded aluminum sign panels which are to be installed on the subject projects. Gloss ratings of 83 are being obtained which is somewhat higher than the specified limits of 68 - 73.

As stated in our letter of July 14 to you on this subject, we feel that the higher gloss rating does not result in a less desirable product and that the 10 point higher gloss rating cannot be detected by visual inspection. We therefore concur in your requested deviation from the contract specifications.

*Copy to [unclear]
8/12/60*



RECEIVED
AUG 8 - 1960

FOR FILING

I-80N-8(9)351
5596

August 8, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Olds Ferry-Ontario Section
Old Oregon Trail Project
I-80N-8(9)351 & I-80N-8(8)372

Dear Sir:

The above projects concern the installation of signs, with the contract being held by the Electrical Products Corporation. Laboratory tests of the porcelain enamel on the aluminum extrusions of the signs on these projects reveal that the gloss rating, instead of being in the 68 to 73 range as specified, is actually 83.

The conditions surrounding these specifications are similar to those in regard to the Hayesville-Battle Creek Section of the Pacific Highway and the Lancaster Drive-Sublimity Gun Club Section of the North Santiam Highway wherein your office approved deviation from the specifications to allow a higher gloss rating, which results in greater durability of the sign finish, and which, it has been discovered, does not hinder the visibility of the signs.

It is requested that you approve the deviation from the contract specifications.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

VPJ:pk ac

Federal No. 5596. 3-14-60 A

RECEIVED March 11 3:07 PM '60 Project Report No. FOR FILING I-80N-8(9)351	A-2 (2-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS FEDERAL-AID PROJECT AGREEMENT	State Oregon County Malheur Project No. I-80N-8(9)351
---	---	--

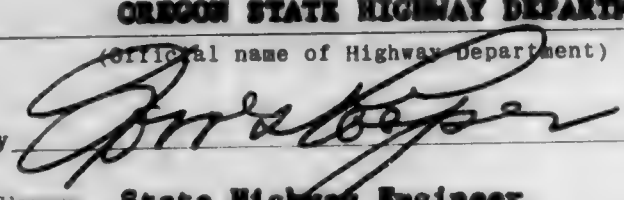
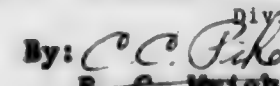
The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
US 99, Baker Co. Line to N. Ontario
(From South Huntington Jc. to North Ontario)

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	1-5-60	20.6
Other (Specify)		

FUNDS	
Estimated total cost of project \$ 33,424	Federal funds \$ 30,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT (Official name of Highway Department) By:  Deputy State Highway Engineer (title) By: _____ (title) By: _____ (title)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS By: C. G. Polk Division Engineer By:  R. C. Wright Acting Administrative Manager Date executed by Division Engineer March 14, 1960
---	--

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Baker County Line-
Ontario Section, Project No. I-80M-8(9)351.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:js

February 19, 1960

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
project agreement for the Baker County Line-Ontario Section,
Project No. 1-80N-8(9)351.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

Oregon State Highway Department

Federal Aid
Project No. 1-806-8(9)351

BAKER COUNTY LINE-ONTARIO SECTION OF THE OLD

OREGON TRAIL HIGHWAY IN MALHEUR COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 19, 1960

Type Code Y002

Signing (Sta. 73+70 to Sta. 1159+00)(Contract 5576)

Removal of Existing Sign Installations	All Required (60%)		\$ 266.65
Single Post Butterfly East Arm Sign			
Structure (Sta. 204)	1 only	\$3,191.84	3,191.84
Furnish 3" DP 36# Steel Piling	409 lin. ft.	5.04	2,061.36
Drive Steel Piles	24 only	85.36	2,048.64
Metal Sign Posts	All Required (35%)		1,282.05
Wood Sign Posts	All Required (45%)		2,236.65
Type "A" Signs in Place	1,822.2 sq. ft.	7.77	14,158.50
Type "C" & "D" Signs in Place	1,081.4 sq. ft.	4.08	4,412.11
Type "E", "F" & "G" Signs in Place	113.9 sq. ft.	5.63	641.26
Type "J" Signs in Place	10.6 sq. ft.	8.19	86.81
	Subtotal		\$ 30,385.87
	10% Engr. & Cont.		3,038.13
	Total		\$ 33,424.00

Length of Project 20.555 Miles
Cost of Project Per Mile. . . \$1,626.07

Federal Funds	\$ 30,000.00
State Funds	3,424.00
	<u>\$ 33,424.00</u>

State Funds For Const.: Chap. 172, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939

State Funds For Maint.: Chap. 529, Laws 1939

Oregon State Highway Department

Federal Aid
Project No. I-80N-8(9)351

BAKER COUNTY LINE-ONTARIO SECTION OF THE OLD

OREGON TRAIL HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 22, 1959

Type Code Y002

Signing (Sta. 73+70 to Sta. 1159+00)

Removal of Existing Sign

Installations	All Required (60%)	\$	780.00
Single Post Butterfly Mast Arm			
Sign Structure (Sta. 204)	1 only	\$2,300.00	2,300.00
Furnish 8" BP 36# Steel Piling	409 lin. ft.	7.00	2,863.00
Drive Steel Piles	24 only	85.00	2,040.00
Metal Sign Posts	All Required (35%)		967.00
Wood Sign Posts	All Required (45%)		3,564.00
Type "A" Signs in Place	1,822.2 sq. ft.	8.00	14,577.60
Type "C" & "D" Signs in Place	1,081.4 sq. ft.	5.50	5,947.70
Type "E", "F" & "G" Signs in Place	113.9 sq. ft.	6.00	683.40
Type "J" Signs in Place	10.6 sq. ft.	6.00	63.60
	Subtotal		\$33,786.30
	10% Engr. & Cont.		3,378.63
	Total		\$37,164.93

Length of Project - - - - - 20.555 Miles
Cost of Project Per Mile- - \$1,808.07

Federal Funds - - - - -	\$34,000.00
State Funds - - - - -	3,164.93
	<u>\$37,164.93</u>

Oregon State Highway Department

Federal Aid
Project No. I-80M-8(9)351

BAKER COUNTY LINE-ONTARIO SECTION OF THE OLD
OREGON TRAIL HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, December 22, 1959

Type Code 1002

Signing (Sta. 73+70 to Sta. 1159+00)

Removal of Existing Sign Installations	All Required (60%)		\$ 780.00
Single Post Butterfly Mast Arm Sign Structure (Sta. 204)	1 only	\$2,300.00	2,300.00
Furnish 8" BP 36" Steel Piling	409 lin. ft.	7.00	2,863.00
Drive Steel Piles	24 only	85.00	2,040.00
Metal Sign Posts	All Required (35%)		967.00
Wood Sign Posts	All Required (45%)		3,564.00
Type "A" Signs in Place	1,822.2 sq. ft.	8.00	14,577.60
Type "C" & "D" Signs in Place	1,081.4 sq. ft.	5.50	5,947.70
Type "E", "F" & "G" Signs in Place	113.9 sq. ft.	6.00	683.40
Type "J" Signs in Place	10.6 sq. ft.	6.00	63.60
			<u>\$ 33,786.30</u>
Delineators (S.F.)	All Required		<u>1,200.00</u>
	Subtotal		\$ 34,986.30 3 3786.30
	10% Engr. & Cont.		<u>3,498.70</u> 3 378.63
	Total		\$ 38,485.00
			\$ 37,164.93
Length of Project	20.555 Miles		
Cost of Project Per Mile. ~~\$1,872.24~~	1808.07		
			34,000.00
Federal Funds			\$ 35,000.00
State Funds			<u>3,484.93</u> 3 164.93
			<u>\$ 38,484.93</u>
			37164.93

FORM 2-

RECEIVED
MAR 3 1960
COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND
FOR FILING

HENRIETTA N. FRIDLEY, MEMBER
Vasco

GLENN L. JACKSON, MEMBER
SEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT

SALEM
March 3, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

— Electrical Products Corp. of Oregon
3500 SW Bond Avenue
Portland 7
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5596, awarded January 28, 1960,
for sign installation on the Olds Ferry-
Idaho Line Section of the Old Oregon Trail
in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Encl.

RECEIVED
JAN 29 1960

FOR FILING

5596

January 28, 1960

Electrical Products Corp. of Oregon
3500 S. W. Bond Avenue
Portland 1, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5596 for the Olds Ferry-Idaho Line Section signing on the Old Oregon Trail Highway in Malheur County.

This award was based on your bid of \$56,699.77 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SLAC)
L. D. Merchant

RECEIVED
JAN 29 1960

FOR FILING

J 101-1 (9) 351

When replying, refer to:
08-35.1

5596

408 State Highway Bldg.
Salem, Oregon

January 28, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5596 for Oregon Project I-80N-8(9)351, Baker County Line-Ontario (Signing) Section of the Old Oregon Trail Highway, to Electrical Products Corporation of Oregon of Portland, Oregon, low bidder in the total amount of \$56,699.77 for this project and Project I-80N-8(8)372, at the January 21, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

NOTED

*Orig
Porter*

RECEIVED

FOR FILING

I-80N-8(9)351

I-80N-8(8)372

When replying, refer to
08-35.4

5596

408 State Highway Building
Salem, Oregon

January 5, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for
Oregon Project I-80N-8(8)372, Ontario-Idaho State Line Section
of the Old Oregon Trail Highway for permanent signing.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

Post

IDAHO
MONTANA
OREGON
WASHINGTON

When replying, refer to
08-35.2

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

I-80N-8(9)351

I-80N-8(8)372

1596

July 13, 1959

• Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-8(8)372

Dear Sir:

Preliminary plans for the above project have been reviewed by this office and the following comments are offered for your consideration.

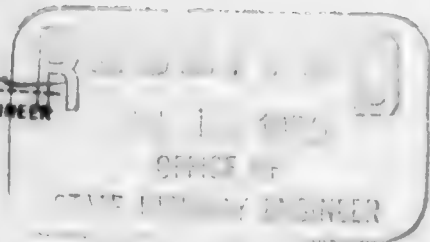
Crossroad signing includes many route shields that are not believed necessary for the proper direction of the motorist. The only route shield that should be shown at any particular sign location should be the one directing traffic to a road other than the one on which they are presently traveling. A motorist traveling north out of Ontario on US 30 reaches the North Ontario Interchange and observes a sign (No. 16) indicating a junction with I-80N. The next sign (No. 12) should include a route shield and a cardinal direction marker only for I-80N East. The next sign (No. 8) should include a route shield and cardinal direction marker only for I-80N-West. Later when a motorist has proceeded beyond the Interchange area he should encounter a sign (No. 15) confirming that he is still on US 30 North. This principal should be followed on the crossroads of all interchanges; and it is in line with the signing examples shown on page 57 and page 58 of the AASHO Sign Manual.

The two mile advance exit guide sign for the Idaho Avenue Interchange is actually located in the State of Idaho. It is suggested that this sign be deleted from this project. If this sign is essential to the operation of the Freeway the State of Idaho could be requested to include it in one of their signing projects. This would avert any legal technicalities that may arise due to the construction and maintenance of the sign located in another State.

Very truly yours,

REFERRED TO

BY DEPUTY STATE HIGHWAY ENGINEER



C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

NOTED

F-326(9) Namorf-Harper Jct. Sec. 1960
#5597 of Central Ore. Hwy.
(Grad. & Pav.)

RECEIVED
MAY 31 1962

FOR FILING

F-326(9)

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

477 Cottage Street, N.E.
Salem, Oregon

May 29, 1962

08-35.5 C. G. Polk, Division Engineer
Salem, Oregon

By:
L. R. Backlund
Administrative Manager

5597

Oregon Project F-326(9)
Nemorf-Harper Jct. Section of Central Oregon Highway
Voucher No. 9, - Final
Net Amount Claimed \$54,515.00

The subject voucher has been approved in the reduced amount of \$51,766.18. Deduction has been made in accordance with the attached Schedule of Exceptions, Nos. 1 and 2.

Total amount of deductions	\$4,299.73
Federal-aid pro-rata	63.93%
Net deduction	\$2,748.82

In the event you disagree with the deductions made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attachment

original To Young - with attachment
5-31-62

SCHEDULE OF EXCEPTIONS
(IM 4-1-61)

ITEM NO.

1

DIVISION OFFICE NO.

35

ATTACHMENT TO
AUDIT CERTIFICATE
COVERING

PROJECT NUMBER

F-326(9)

VOUCHER NUMBER

Vo.#9-Final (35-33)

AMOUNT CLAIMED

\$ 34,515.00

EXCEPTION

Preliminary Engineering - \$5,296.82

The preliminary engineering prefix 23-1462 was set up to accumulate charges for the section from Juntura to Vale. This project is the Manorf-Harper section, which is a small section between Juntura and Vale. A review of the supporting documents for the roadway design charges revealed that some of the charges were for work performed outside the limits of this project. Amount cited in accordance with para. 1.13 of the Regulations..., Title 23-Highways.

State Vo. 89937 - Amount claimed	\$ 10.27	
Amount eligible on this project	<u>-0-</u>	
Difference		\$ 10.27

State Vo. 90502 - Amount claimed	\$ 311.50	
Amount eligible on this project	<u>232.96</u>	
Difference		78.54

State Vo. 90851 - Amount claimed	\$ 897.67	
Amount eligible on this project	<u>228.07</u>	
Difference		669.60

State Vo. 91276 - Amount claimed	\$1479.34	
Amount eligible on this project	<u>598.47</u>	
Difference		880.87

State Vo. 91589 - Amount claimed	\$ 263.08	
Amount eligible on this project	<u>4.69</u>	
Difference		<u>258.39</u>

Total Difference		\$1897.67
------------------	--	-----------

Less Overhead - 23.076923% (30% added)		<u>437.92</u>
--	--	---------------

Add Payroll Additives - 14.812%		<u>216.22</u>
---------------------------------	--	---------------

Amount cited		\$1675.97
--------------	--	-----------

SCHEDULE OF EXCEPTIONS
(IM 4-1-61)

M NO.

2

DIVISION OFFICE NO.

35

ATTACHMENT TO
AUDIT CERTIFICATE
COVERING

PROJECT NUMBER

F-326(9)

VOUCHER NUMBER

#9-Final (35-33)

AMOUNT CLAIMED

54,515.00

EXCEPTION

Preliminary Engineering -- \$5,296.82

The preliminary engineering prefix used to accumulate costs for this project was set up for the section from Juntura to Vale. This project covers the Mamorf-Harper Junction Section, which is only a small portion of the distance covered by the prefix. None of the charges can be segregated between those within the limits of this project and those which are not, except for the roadway design charges. (See item 1). The amount, other than roadway design charges, is cited in accordance with para. 1.11 of the Regulations . . . , Title 23 - Highways.

Total P.E. Claimed	\$5,296.82
Total roadway design charges	
included in above	<u>2,673.06</u>
Total Amount Cited	\$2,623.76

RECEIVED
OCT 23 1961

FOR FILING

326(9)
5597

October 23, 1961

Warren Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Attention: Mr. K. C. Holt
Secretary-Treasurer

Gentlemen:

This is acknowledgement of your letter of October 18 concerning your Contract No. 5597 for the Namorf-Harper Jct. grading and paving project on the Central Oregon Highway in Malheur County.

Attached are excerpts from the Oregon Revised Statutes relating to public contracts. On page 2, "Notice of Claim Must be Filed" has been checked, and on page 3, "Action by Claimant on Contractor's Bond. I am sure that the enclosure will give you the necessary information which you desire.

As requested, attached is a certified copy of Contracts Completed Resolution No. 97, dated January 27, 1961, on which I have checked in red Contract No. 5597, the one in which you are primarily interested. There is no charge for this certification.

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

Enc.
CWH:fp

WARREN NORTHWEST INC.

HIGHWAY & ROAD CONTRACTORS

POST OFFICE BOX 5072 - PHONE ALPINE 3-7531

PORTLAND 13, OREGON

October 19, 1961

Mr. Cecil Head
Oregon State Highway Department
Salem, Oregon

Dear Sir:

The other day I talked to you relative to the Namorf-Harper project #5597. At that time I was inquiring as to the date used to determine the six month claim period subsequent to the end of the project for which our surety is liable.

It was my understanding from our conversation that the date in question was the date the project was accepted by the Board. If possible, we would like to have a certified copy of the Resolution on the Namorf-Harper project. If there should be any fee or charge for certification, we would be glad to pay same.

Very truly yours,

WARREN NORTHWEST, INC.

K. C. Holt

K. C. Holt
Secretary-Treasurer

KCH/jb



NOTED
C. W. HEAD

RECEIVED
OCT 6 1961

FOR FILING

1-321(1)
5597

October 5, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$1,900.00 plus interest, which was filed with the Secretary of State on October 2, 1961, by Yturri & O'Kief, Attorneys in behalf of H. R. Fell, Ontario, for labor and materials, including rental of equipment furnished by Needham & Gardner, on Contract #5597.

This appears to be in connection with State Highway Contract #5597 with Warren Northwest, Inc., prime contractor, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Federal Insurance Company
320 California Street
San Francisco 4, California
Attn: Robt. E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD

sc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

October 2, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
FLOYD QUERY

Dear Sir:

We have received from Yturri and O'Kief, Attorneys at Law, Yturri-Caldwell Building, Ontario, Oregon and filed as of this date, a notice of claim by H. R. Fell, c/o Yturri & O'Kief, Attorneys, Ontario, Oregon, for labor and materials including rental of construction equipment furnished by Needham & Gardner in the sum of \$1,900.00 with interest thereon at 6% per annum from August 16, 1960, against the bond taken from Warren Northwest, Inc., principal and Federal Insurance Company, surety for the work of State Highway Contract No. 5597 awarded January 28, 1960 for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By

Frances Koop
Public Records Section

CC, please reply

76

GS:FK
Enc.



N O T I C E O F C L A I M

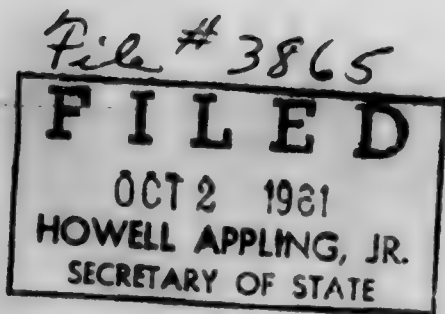
TO: THE STATE OF OREGON, by and through its State Highway Commission:

NOTICE IS HEREBY GIVEN that the undersigned, H. R. FELL, c/o Yturri & O'Kief, Attorneys, Ontario, Oregon, has a claim for labor and materials including rental of construction equipment furnished by NEEDHAM & GARDNER, a partnership consisting of Pat Needham and Don Gardner, in the sum of \$1,900.00 with interest thereon at 6% per annum from August 16, 1960, against the bond taken from WARREN NORTHWEST, INC., a principal, and FEDERAL INSURANCE COMPANY, surety, for the work of State Highway Contract No. 5597, awarded January 28, 1960, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Walheur County, Oregon.

Dated: September 29, 1961.

H. R. Fell

H. R. Fell



YTURRI AND O'KIEF
ATTORNEYS AT LAW
YTURRI-CALDWELL BUILDING
ONTARIO, OREGON

RECEIVED
OCT 17 1961

W. C. Williams

FINAL COST ANALYSIS

NOTED
W. C. WILLIAMS

October 2, 1961

Namoff-Harper Junction Section
Contract No. 5597

Grading and Paving
Contractor: Warren Northwest, Inc.
Resident Engineer: E. S. Thompson

Central Oregon Highway
Prefix No. 23-1089

Item	Quantity	Unit	Unit Bid	Unit Cost	Total, Cost	Gross Revenue
*Clearing & Grubbing	All	Lump	10,000.00	10,846.05	10,846.05	10,000.00
*Drainage Excav., Unclass.	1,663.40	Cu. Yd.	3.00	3.58	5,965.51	4,990.20
*Special Borrow Excav. Unclass.	34,968.60	Cu. Yd.	0.45	0.62	21,746.45	15,735.87
*General Excav., Unclass.	140,796.10	Cu. Yd.	0.45	0.71	100,099.09	63,358.25
*Short Overhaul	269,304	Yd. Sta.	0.01	0.01	2,926.31	2,698.04
*Long Overhaul	4,308.10	C-Yd. Sta.	0.40	0.43	1,869.04	1,723.24
*Finish R.B. & Slopes	8.49	Mile	500.00	542.30	4,604.15	4,245.00
*Rounding Cutbanks	8,430	Lin. Ft.	0.20	0.22	1,828.63	1,686.00
*18" Corr. Mtl. Pipe	142	Lin. Ft.	5.50	5.04	716.83	781.00
*24" Corr. Mtl. Pipe	76	Lin. Ft.	6.50	6.22	473.31	494.00
*36" Corr. Mtl. Pipe	8	Lin. Ft.	18.00	16.46	131.70	144.00
*42" Corr. Mtl. Pipe	81	Lin. Ft.	22.00	20.10	1,628.85	1,782.00
*48" Corr. Mtl. Pipe	215	Lin. Ft.	25.00	22.83	4,909.55	5,375.00
*60" Corr. Mtl. Pipe	56	Lin. Ft.	40.00	36.63	2,051.55	2,240.00
*72" Corr. Mtl. Pipe	94	Lin. Ft.	42.00	39.03	3,669.55	3,948.00
*12" Concrete Pipe	93	Lin. Ft.	2.75	2.61	242.53	255.75
*18" Concrete Pipe	897	Lin. Ft.	4.00	3.93	3,526.59	3,588.00
*24" Concrete Pipe	399	Lin. Ft.	6.00	5.58	2,346.10	2,394.00
*30" Concrete Pipe	321	Lin. Ft.	9.00	8.33	2,672.96	2,889.00
*36" Concrete Pipe	72	Lin. Ft.	11.00	10.92	786.43	792.00
*58" Arch Type Corr. Mtl. Pipe	18	Lin. Ft.	40.00	35.94	647.08	720.00
*96" Struc. Plate Pipe, 12 ga.	184	Lin. Ft.	52.00	50.23	9,243.77	9,568.00

Final Cost Analysis - Contract No. 5597
Namorf-Harper Junction Section

Page 2

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Salvage & Reinstall Culv. Pipe	270	Lin. Ft.	3.00	2.38	644.68	810.00
*Salvage & S.P. Culvert Pipe	174	Lin. Ft.	2.00	1.59	276.97	348.00
***Class A Concrete	143.47	Cu. Yd.	60.00	63.75	9,146.56	8,608.20
***Metal Reinforcement	24,068	Lb.	0.15	0.125	3,025.15	3,610.20
*Loose Riprap	2,173.90	Cu. Yd.	2.50	2.71	5,894.54	5,434.75
**Metal Guardrail	7,576	Lin. Ft.	2.43	2.45	18,593.78	18,409.68
**Guide Posts, Type W-2	289	Only	6.75	6.81	1,970.26	1,950.75
Coarse Cr. Mat'l in Base	64,933.365	Ton	1.48	1.86	121,318.70	96,101.38
3/4"-0 Mat'l in Base	21,436.81	Ton	1.70	2.34	50,305.19	36,443.58
*Sprinkling	13,260.972	M-Gal.	2.00	1.66	22,079.65	26,521.94
Preparation of Base	8.49	Miles	100.00	176.62	1,499.56	849.00
3/4"-0 Mat'l in Binder Crse.	1,280	Cu. Yd.	3.10	4.16	5,335.38	3,968.00
MC-2 Asphalt	159.86	Ton	50.00	38.36	6,133.01	7,993.00
Asphaltic Conc. Mixture	19,083.882	Ton	3.30	3.81	72,754.07	62,976.81
Asphalt in Mixture	1,234.37	Ton	41.50	33.27	41,079.59	51,226.36
*PA#1 Reconstruct Fence on R/W Line	1	Lump	35.00	25.53	25.53	35.00
PA#2 Substitute Asphaltic Paving for Oil Mat	3,441.988	Ton	2.90	3.75	12,908.15	9,981.77
PA#3 Extra for Paving Approach.	46	Each	25.00	30.77	1,415.48	1,150.00
Liquidated Damages	25	Day	150.00			-4,000.00
Force Account (State Participation in Flagging)					10,071.20	4,623.88
Force Account (Signing)					2,713.96	2,968.45
					<u>\$570,122.44</u>	<u>\$479,417.10</u>

Final Cost Analysis - Contract No. 5597
Namorf-Harper Junction Section

Page 3

	Gross Revenue	Total Cost	Net Loss	% Loss
Warren Northwest, Inc.	311,872.09	353,943.71	42,071.62	13.49
*Jack Robinson & Son	167,545.01	216,178.73	48,633.72	29.02
	479,417.10	570,122.44	90,705.34	18.91

Work done by Others:

- ** Western Guardrail
- *** Oregon Foundations and Concrete Construction Co.

DETAIL OF COST - Contract No. 5597

Warren Northwest, Inc.

Labor:

Labor and Supervision	\$ 46,135.29	
Labor Insurance	2,569.34	
Health and Welfare, Pension	2,210.11	\$ 50,914.74

Equipment Rentals and Miscellaneous Supplies:

Equipment Rental, Owned	27,293.22	
Equipment Rental, Hired	41,223.85	
Gas, Oil and Grease	9,633.95	
Bond	694.29	
P. L. and P. D. Insurance	5,354.75	
Freight, Postage and Telephone	1,128.29	
Move In and Set Up	5,479.85	
Small Tools and Miscellaneous Supplies	1,479.10	
Home Office and General Overhead	4,417.80	147,619.84

Materials:

1-1/2"-0 Cr. Base Mat'l	64,933.365 Ton @ \$1.176	76,368.74	
3/4"-0 Cr. Base Mat'l	23,164.81 Ton @ \$1.363	31,578.26	
Plant Aggregate	21,871.00 Ton @ \$1.391	30,431.54	
MC-2 Asphalt	161.74 Ton @ \$34.36	5,557.96	
60-70 Asphalt	1,246.03 Ton @ \$32.00	39,883.10	185,963.44

Work Done by Others:

Western Guardrail	20,360.43	20,360.43
-------------------	-----------	-----------

TOTAL COST

\$ 353,943.71

DETAIL OF COST - Contract No. 5597

Jack Robinson & Son

Labor:

Labor and Supervision	\$ 71,960.91	
Labor Insurance	3,951.98	
Health, Welfare, and Pension	3,117.38	
Travel-Transportation	5,726.65	\$ 84,756.92

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	55,420.79	
Equipment Rental, Hired without Operator	19,221.14	
Gas, Oil and Grease	9,305.35	
Bond	1,199.24	
Drill Steel and Bits	1,594.53	
Explosives	2,689.29	
P. L. and P. D. Insurance	2,782.25	
Move In	1,275.03	
P. U. C.	541.20	
Small Tools and Miscellaneous Supplies	772.12	
Home Office and General Overhead	3,452.05	98,252.99

Materials:

18" CMP and Bands	142 Lin. Ft. @ \$2.75	390.50	
24" CMP and Bands	76 Lin. Ft. @ \$4.32	328.32	
36" CMP and Bands	8 Lin. Ft. @ \$8.30	66.40	
42" CMP and Bands	81 Lin. Ft. @ \$10.10	818.10	
48" CMP and Bands	215 Lin. Ft. @ \$11.40	2,451.00	
60" CMP and Bands	56 Lin. Ft. @ \$18.70	1,047.20	
72" CMP and Bands	94 Lin. Ft. @ \$22.30	2,096.20	
12" Concrete Pipe	96 Lin. Ft. @ \$1.65	158.40	
18" Concrete Pipe	903 Lin. Ft. @ \$3.10	2,799.30	
24" Concrete Pipe	399 Lin. Ft. @ \$4.60	1,835.40	
30" Concrete Pipe	321 Lin. Ft. @ \$4.60	1,476.60	
36" Concrete Pipe	72 Lin. Ft. @ \$9.10	655.20	
58" Arch Type CMP	18 Lin. Ft. @ \$15.50	279.00	
96" Struct. Plate Pipe, 12 ga.	184 Lin. Ft. @ \$36.50	6,716.00	21,117.62

Work Done by Others:

Oregon Foundations and Concrete Construction Co.	12,051.21	12,051.21
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TOTAL COST \$ 216,178.73

Remarks - Contract No. 5597

This was a "Federal Aid Primary Project" consisting of the construction of three reinforced concrete box culverts; the construction of 8.49 miles of highway roadbed, involving 140,796.1 cubic yards of roadbed excavation and 34,648.6 cubic yards of special borrow materials; the construction of 8.49 miles of stone base and shoulders, involving 86,370.17 tons of crushed materials; the construction of 8.49 miles of asphaltic concrete pavement, involving 22,525.87 tons of asphaltic concrete; and the construction of 7,576 linear feet of metal guard rail on the Namorf-Harper Junction Section of the Central Oregon Highway in Malheur County.

This project was bid January 21, 1960, awarded January 28, 1960 and completed November 11, 1960.

The subcontractor, Jack Robinson & Son, began clearing operations with a crew of four men and two tractor dozers. Yardly Construction Company, with a crew of two men, wagon drill and air compressor, began drilling and preparation of quarry face prior to excavating for a coyote hole on February 28, 1960.

Equipment of the subcontractor consisted of D8 dozer, HD20 dozer, LS58 backhoe, two Allis-Chalmers 360 2-wheel tractor scrapers, one Adams motor grader, one Koeving, one cubic yard shovel, water truck, wagon drill, Schram 600 compressor, repair truck and pickup.

As of April 15th, 29% of the grading, 25% of the clearing, and 30% of the drainage excavation had been completed; all detours had been constructed and Oregon Foundations & Concrete Company had begun constructing forms for the box culverts.

The quarry was shot April 22nd. This shot failed to produce the necessary quantity of material needed for the project, so more drilling had to be done.

At the end of the week of July 1st, all box culverts were completed, 70% of the grading and 85% of the clearing had been done. The equipment, as of this date, consisted of the previously mentioned with the addition of one dozer, two dumptrucks, one water truck, and one blade. A few pieces of the contractor's equipment were in fair condition, others in poor condition. Progress had been delayed several times due to breakdowns.

Warren Northwest moved in and began assembly of the crushing plant during the week of July 15th at Squaw Creek. It had been anticipated that crushing would start within a week; however, production of crushed base was not completed until Monday, August 1st. The material from this production contained an excess amount of P.I. Approximately 12,000 tons in stockpile and 2,000 tons on the grade were rejected. The material on the grade was ordered removed.

Remarks Cont'd - Contract No. 5597

The placing of base was held up for about a week owing to lack of finished subgrade. During this period, the crushing plant changed to the production of 3/4"-0 material. Production was also stepped up to two shifts.

As of September 16th, 95% clearing, 99% drainage excavation, 90% grading, 47% of base had been placed and the asphalt binder had been placed from Stations 0+00 to 60+00. The crushing was now operating on two 9-hour shifts. The asphaltic concrete plant had been moved in and set up, but producing no asphaltic concrete as yet. However, the plant was being used to rescreen the 12,000 tons of rejected crushed material.

The production and placing of asphaltic concrete was started October 6th. The base course was completed October 21st. The first lift of "AC" had been placed to Station 332.

Jack Robinson completed the grading on October 28th, and had approximately 98% of the clearing completed. The guard rail crew began installing posts and rails on Wednesday, October 26th. The guard rail was being installed by Western Guard-rail, hired by Warren Northwest.

The asphalt pavement was completed November 4th, the guard rail and posts completed November 11th, final cleanup on November 25th.

The prime contractor's loss was due mostly to the crushing phase of the project. The first cause of loss was the shortage of material produced by the Coyote shot which used up the total amount of anticipated quantity of explosives. Second, the failure to screen out the excess P.I., the necessary rescreening and salvage of rejected material.

The subcontractor on grading suffered a considerable loss. Several factors accounted for this loss: lack of proper supervision, poor equipment, the renting of additional equipment needed to make up for time loss, and necessity of having to rework several areas of cut excavations.

M. N. Juve
Chief Cost Analyst

By

G. K. Hanson

9-15-61 6

Monthly transaction number 9-33	F-2A (5-31-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 10	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT		County Malheur
			Project number P-324(9)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 14, 1960, is hereby modified as follows:

Revised estimated total cost of project	\$ <u>540,310</u>
Revised Federal funds	\$ <u>343,381</u>
Other revisions	

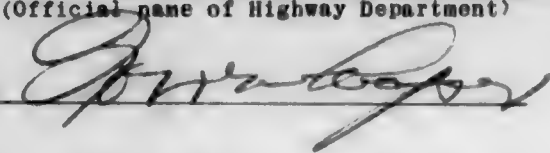
None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 15 day of September, 19 61.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By



Deputy State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By

C. G. Folk

Division Engineer

By


R. C. Wright
Administrative Manager

September 14, 1961

Mr. C. G. Palk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of Modification of Project Agreement, signed by a Highway Official, for the Hamerf-Harper Junction Section, Project No. P-326(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:lm

Contract No. 5597 3-14-60 A

RECEIVED March 14 1960 Project Report No. F-326(9)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS FEDERAL-AID PROJECT AGREEMENT	State Oregon County Malheur Project No. F-326(9)
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The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

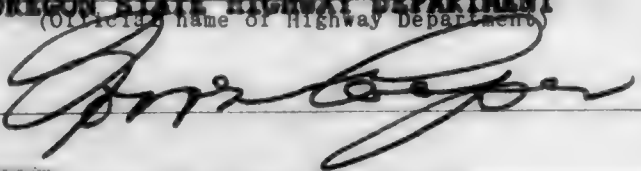
Project termini
US 20 Namorf to Harper Jct. (East end F-326(6) east approx. 8.5 miles)

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way	6-26-59	
Construction	1-3-60	8.5
Other (Specify)		

FUNDS	
Estimated total cost of project \$ 514,731	Federal funds \$ 314,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By: 
State Highway Engineer
(title)

By: _____
(title)

By: _____
(title)

U.S. DEPARTMENT OF COMMERCE
 BUREAU OF PUBLIC ROADS

By: **C. G. Polk**
Division Engineer

By: 
R. C. Wright
Acting Administrative Manager

Date executed by
 Division Engineer **March 14, 1960**

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Nanorff-Harper Junction
Section, Project No. F-326(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RSC:jb

February 15, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a
basis for project agreement for the Namorf-Harper Junction
Section, Project No. F-326(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Oregon State Highway Department

Federal Aid
Project No. P-326(9)

NANORF-LAMER JUNCTION SECTION OF THE
CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 15, 1960

Type Code P.E.

Preliminary Engineering All Required \$ 1,000.00

Type Code 6201

Highway (Sta. 0+00 Thru Eas. 121+92.26-121+61.15 and 238+20.72-242+50.19 to
Sta. 450+00) (Contract No. 5597)

Clearing and Grubbing	All Required	\$	\$ 10,000.00
Drainage Excavation, Unclassified	1,950 cu. yds.	3.00	5,850.00
Special Borrow Excavation, Unclassified	18,000 cu. yds.	0.45	8,100.00
General Excavation, Unclassified	140,000 cu. yds.	0.45	63,000.00
Short Overhaul	250,000 yd. sta.	0.01	2,500.00
Long Overhaul	5,100 C-yd. sta.	0.40	2,040.00
Finishing Roadbed and Slopes	8.49 miles	500.00	4,245.00
Rounding Cutbanks	5,000 lin. ft.	0.20	1,000.00
18-inch Corrugated Metal Pipe	160 lin. ft.	5.50	880.00
24-inch Corrugated Metal Pipe	120 lin. ft.	6.50	780.00
36-inch Corrugated Metal Pipe	10 lin. ft.	18.00	180.00
42-inch Corrugated Metal Pipe	90 lin. ft.	22.00	1,980.00
48-inch Corrugated Metal Pipe	190 lin. ft.	25.00	4,750.00
60-inch Corrugated Metal Pipe	60 lin. ft.	40.00	2,400.00
72-inch Corrugated Metal Pipe, 10 Cags	110 lin. ft.	42.00	4,620.00
12-inch Concrete Pipe	80 lin. ft.	2.75	220.00
18-inch Concrete Pipe	840 lin. ft.	4.00	3,360.00
24-inch Concrete Pipe	330 lin. ft.	6.00	1,980.00
30-inch Concrete Pipe	290 lin. ft.	9.00	2,610.00
36-inch Concrete Pipe	34 lin. ft.	11.00	374.00
58-inch Arch Type Corrugated Metal Pipe	16 lin. ft.	40.00	640.00
96-inch Structural Flate Pipe, 12 Cags	200 lin. ft.	52.00	10,400.00
Salvaging and Reinstalling Culvert Pipe	80 lin. ft.	3.00	240.00
Salvaging and Stockpiling Culvert Pipe	200 lin. ft.	2.00	560.00
Class "A" Concrete	160 cu. yds.	60.00	9,600.00
Metal Reinforcement	25,600 lbs.	0.15	3,840.00
Loose Riprap	5,500 cu. yds.	2.50	13,750.00
Metal Guard Rail	8,000 lin. ft.	2.43	19,440.00
Guide Posts, Type M-2	300 only	6.75	2,025.00
Coarse Crushed Material in Base	59,700 tons	1.48	88,356.00
3/4" - 0 Material in Base	23,300 tons	1.70	39,610.00
Sprinkling	1,800 M-gal.	2.00	3,600.00

Oregon State Highway Department

-2-

Federal Aid
Project No. F-326(9)

Preparation of Base	8.49 miles	\$100.00	\$ 849.00
3/4" - 0 Material in Binder Course	1,140 cu. yds.	3.10	3,534.00
Furnishing and Placing Aggregates	2,170 cu. yds.	3.80	8,246.00
MC-2 Asphalt	174 tons	50.00	8,700.00
120-150 Asphalt	160 tons	47.00	7,520.00
RS-1 Asphalt	50 tons	50.00	2,500.00
Extra for Oiling Approaches	50 only	25.00	1,250.00
Asphaltic Concrete Mixture	21,200 tons	3.30	69,960.00
Asphalt in Mixture	1,160 tons	41.50	48,140.00
			<u>\$463,629.00</u>
Flagging (57 1/2% of Contractor's Cost)	All Required		2,500.00
Signing (Temporary)	All Required		100.00
Signing (Permanent)	All Required		300.00
Seeding and Mulching	All Required		<u>500.00</u>
			<u>\$467,029.00</u>
			10% Engr. & Cont.
			<u>46,702.00</u>
			<u>\$513,731.00</u>

Length of Roadway - - - - - 8.490 Miles
Length of 1 Structure - - - 0.011 Mile
Total Length - - - - - 8.501 Miles
Cost of Roadway Per Mile - - \$60,549.46

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Preliminary Engineering	\$ 1,000.00	\$ 600.00	\$ 400.00
Roadway	<u>513,731.00</u>	<u>313,400.00</u>	<u>200,331.00</u>
	<u>\$514,731.00</u>	<u>\$314,000.00</u>	<u>\$200,731.00</u>

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. F-326(9)

HAMORF-HAMPER JUNCTION SECTION OF THE
CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 11, 1960

Type Code P. E.

Preliminary Engineering All Required \$ 1,000.00

Type Code 6201

Roadway (Sta. 0+00 thru Equip. 124+92.26=121+61.15 and
283+20.72=242+50.19 to Sta. 450+00)

Clearing and Grubbing	All Required		\$ 10,000.00
Drainage Excavation, Unclassified	1,950 cu. yds.	\$ 3.00	5,850.00
Special Borrow Excavation, Unclassified	18,000 cu. yds.	0.45	8,100.00
General Excavation, Unclassified	140,000 cu. yds.	0.45	63,000.00
Short Overhaul	250,000 yd. sta.	0.01	2,500.00
Long Overhaul	5,100 C-yd. sta.	0.40	2,040.00
Finishing Roadbed and Slopes	8.49 miles	1,000.00	8,490.00
Rounding Cutbanks	5,000 lin. ft.	0.20	1,000.00
18-inch Corrugated Metal Pipe	160 lin. ft.	5.00	800.00
24-inch Corrugated Metal Pipe	120 lin. ft.	7.50	900.00
36-inch Corrugated Metal Pipe	10 lin. ft.	14.50	145.00
42-inch Corrugated Metal Pipe	90 lin. ft.	19.00	1,710.00
48-inch Corrugated Metal Pipe	190 lin. ft.	25.00	4,750.00
60-inch Corrugated Metal Pipe	60 lin. ft.	32.00	1,920.00
72-inch Corrugated Metal Pipe, 10 Gage	110 lin. ft.	42.00	4,620.00
12-inch Concrete Pipe	80 lin. ft.	2.50	200.00
18-inch Concrete Pipe	840 lin. ft.	4.50	3,780.00
24-inch Concrete Pipe	330 lin. ft.	6.00	1,980.00
30-inch Concrete Pipe	290 lin. ft.	8.50	2,465.00
36-inch Concrete Pipe	34 lin. ft.	10.00	340.00
58-inch Arch Type Corrugated Metal Pipe	16 lin. ft.	28.00	448.00
96-inch Structural Plate Pipe, 12 Gage	200 lin. ft.	56.00	11,200.00
Salvaging and Reinstalling Culvert Pipe	80 lin. ft.	3.00	240.00
Salvaging and Stockpiling Culvert Pipe	280 lin. ft.	2.50	700.00
Class "A" Concrete	160 cu. yds.	60.00	9,600.00
Metal Reinforcement	25,600 lbs.	0.15	3,840.00
Loose Riprap	5,500 cu. yds.	2.50	13,750.00
Metal Guard Rail	8,000 lin. ft.	3.00	24,000.00
Guide Posts, Type W-2	300 only	6.75	2,025.00
Coarse Crushed Material in Base	59,700 tons	1.30	77,610.00
3/4" - 0 Material in Base	23,300 tons	1.40	32,620.00
Sprinkling	1,800 M-gal.	3.00	5,400.00
Preparation of Base	8.49 miles	250.00	2,122.50
3/4" - 0 Material in Binder Course	1,140 cu. yds.	3.50	3,990.00
Furnishing and Placing Aggregates	2,170 cu. yds.	3.50	7,595.00

MC-2 Asphalt	174 tons	\$ 48.00	\$ 8,352.00
120-150 Asphalt	160 tons	48.00	7,680.00
MS-1 Asphalt	50 tons	50.00	2,500.00
Extra for Oiling Approaches	50 only	30.00	1,500.00
Asphaltic Concrete Mixture	21,200 tons	3.75	79,500.00
Asphalt in Mixture	1,160 tons	38.00	<u>44,080.00</u>
			\$463,342.50
Flagging (57 1/2% of Contractor's Cost)	All Required	\$	2,500.00
Signing (Temporary)	All Required		100.00
Signing (Permanent)	All Required		300.00
Seeding and Mulching	All Required		<u>500.00</u>
	Subtotal		\$466,742.50
	10% Engr. & Cont.		<u>46,742.50</u>
	Total		\$513,485.00

Length of Roadway 8.490 Miles
Length of 1 Structure 0.011 Mile
Total Length. 8.501 Miles
Cost of Roadway Per Mile. \$64,568.63

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Preliminary Engineering	\$ 1,000.00	\$ 600.00	\$ 400.00
Roadway	<u>548,187.75</u>	<u>333,400.00</u>	<u>214,787.75</u>
	\$549,187.75	\$334,000.00	\$215,187.75

Oregon State Highway Department

Federal Aid
Project No. F-326(9)

NAMOTH-HARPER JUNCTION SECTION OF THE
CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 30, 1959

Type Code P.E.

Preliminary Engineering

All Required \$ 1,000.00

Type Code 6201

Roadway (Sta. 0+00 thru equa. 124+92.26-121+61.51 and 238+20.72-242+50.19 to Sta. 450+00)

Clearing and Grubbing	All Required	\$	\$ 10,000.00
Drainage Excavation, Unclassified	1,950 cu. yds.	3.00	5,850.00
Special Borrow Excavation, Unclassified	18,000 cu. yds.	0.45	8,100.00
General Excavation, Unclassified	140,000 cu. yds.	0.60	84,000.00
Short Overhaul	250,000 yd. sta.	0.015	3,750.00
Long Overhaul	5,100 C-yd. sta.	0.40	2,040.00
Finishing Roadbed and Slopes	8.49 miles	1,000.00	8,490.00
Rounding Cuthanks	5,000 lin. ft.	0.20	1,000.00
18-inch Corrugated Metal Pipe	160 lin. ft.	5.00	800.00
24-inch Corrugated Metal Pipe	120 lin. ft.	7.50	900.00
36-inch Corrugated Metal Pipe	10 lin. ft.	14.50	145.00
42-inch Corrugated Metal Pipe	90 lin. ft.	19.00	1,710.00
48-inch Corrugated Metal Pipe	190 lin. ft.	25.00	4,750.00
60-inch Corrugated Metal Pipe	60 lin. ft.	32.00	1,920.00
72-inch Corrugated Metal Pipe, 10 Gage	110 lin. ft.	42.00	4,620.00
12-inch Concrete Pipe	80 lin. ft.	2.50	200.00
18-inch Concrete Pipe	840 lin. ft.	4.50	3,780.00
24-inch Concrete Pipe	330 lin. ft.	6.00	1,980.00
30-inch Concrete Pipe	290 lin. ft.	8.50	2,465.00
36-inch Concrete Pipe	34 lin. ft.	10.00	340.00
58-inch Arch Type Corrugated Metal Pipe	16 lin. ft.	28.00	448.00
96-inch Structural Plate Pipe, 12 Gage	200 lin. ft.	56.00	11,200.00
Salvaging and Reinstalling Culvert Pipe	80 lin. ft.	3.00	240.00
Salvaging and Stockpiling Culvert Pipe	280 lin. ft.	2.50	700.00
Class "A" Concrete	160 cu. yds.	60.00	9,600.00
Metal Reinforcement	25,600 lbs.	0.15	3,840.00
Loose Riprap	5,500 cu. yds.	2.50	13,750.00
Metal Guard Rail	8,000 lin. ft.	3.00	24,000.00
Guide Posts, Type W-2	300 only	6.75	2,025.00
Coarse Crushed Material in Base	59,700 tons	1.40	83,580.00
3/4" - 0 Material in Base	23,300 tons	1.50	34,950.00
Sprinkling	1,800 M-gal.	3.00	5,400.00
Preparation of Base	8.49 miles	250.00	2,122.50
3/4" - 0 Material in Binder Course	1,140 cu. yds.	2.75	3,135.00
Furnishing and Placing Aggregates	2,170 cu. yds.	3.00	6,510.00
MC-2 Asphalt	174 tons	48.00	8,352.00
120-150 Asphalt	160 tons	48.00	7,680.00
RS-1 Asphalt	50 tons	50.00	2,500.00
Extra for Oiling Approaches	50 only	30.00	1,500.00
Asphaltic Concrete Mixture	21,200 tons	3.75	79,500.00

Oregon State Highway Department

-2-

Federal Aid
Project No. F-326(9)

Asphalt in Mixture	1,160 tons	\$38.00	\$44,080.00
Flagging (57½% of Contractor's Cost)	All Required		\$491,952.50
Signing (Temporary)	All Required		2,500.00
Signing (Permanent)	All Required		100.00
Seeding and Mulching	All Required		300.00
Work by Idaho Power Co.	All Required		500.00
			<u>3,000.00</u>
	Subtotal		\$498,352.50
	10% Engr. & Cont.		49,835.25
	Total		<u>\$548,187.75</u>
Length of Roadway - - - - -	8.490 Miles		
Length of 1 Structure - - -	0.011 Mile		
Total Length- - - - -	8.501 Miles		
Cost of Roadway Per Mile- -	\$64,568.63		

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Preliminary Engineering	\$ 1,000.00	\$ 600.00	\$ 400.00
Roadway	<u>548,187.75</u>	<u>333,400.00</u>	<u>214,787.75</u>
	\$549,187.75	\$334,000.00	\$215,187.75

RECEIVED
SEP 20 1961

FOR FILING

F-326(9)
5597

August 12, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are sending four copies of revised estimate not as a basis for modification of project agreement for the Namorf-Harper Junction Section, Project No. F-326(9).

The estimate is being revised to include work by the Idaho Power Company. Authorization was granted as of February 9, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DAR:bb

Oregon State Highway Department

Federal Aid
Project No. F-326(9)

NAMORF-HARPER JUNCTION SECTION OF THE

CENTRAL OREGON HIGHWAY IN MALHEUR COUNTY

(Revised estimate not as a basis for modification of project agreement. Based on low bid prices and to include Idaho Power Company utility move.

Salem, Oregon, August 12, 1961

Type Code P.E.

Preliminary Engineering All Required \$ \$ 1,000.00

Type Code 6201

Roadway (Sta. 0+00 thru Equa. 124+92.26 = 121+61.15 and 238+20.72 = 242+50.19 to Sta. 450+00) (Contract No. 5597)

Clearing and Grubbing	All Required	\$	\$ 10,000.00
Drainage Excavation, Unclassified	1,950 cu.yd.	3.00	5,850.00
Special Borrow Excavation, Unclassified	18,000 cu.yd.	0.45	8,100.00
General Excavation, Unclassified	140,000 cu.yd.	0.45	63,000.00
Short Overhaul	250,000 yd.sta.	0.01	2,500.00
Long Overhaul	5,100 C-yd.sta.	0.40	2,040.00
Finishing Roadbed and Slopes	8.49 mile	500.00	4,245.00
Rounding Cutbanks	5,000 lin.ft.	0.20	1,000.00
18-inch Corrugated Metal Pipe	160 lin.ft.	5.50	880.00
24-inch Corrugated Metal Pipe	120 lin.ft.	6.50	780.00
36-inch Corrugated Metal Pipe	10 lin.ft.	18.00	180.00
42-inch Corrugated Metal Pipe	90 lin.ft.	22.00	1,980.00
48-inch Corrugated Metal Pipe	190 lin.ft.	25.00	4,750.00
60-inch Corrugated Metal Pipe	60 lin.ft.	40.00	2,400.00
72-inch Corrugated Metal Pipe, 10 Gage	110 lin.ft.	42.00	4,620.00
12-inch Concrete Pipe	80 lin.ft.	2.75	220.00
18-inch Concrete Pipe	840 lin.ft.	4.00	3,360.00
24-inch Concrete Pipe	330 lin.ft.	6.00	1,980.00
30-inch Concrete Pipe	290 lin.ft.	9.00	2,610.00
36-inch Concrete Pipe	34 lin.ft.	11.00	374.00
58-inch Arch Type Corrugated Metal Pipe	16 lin.ft.	40.00	640.00
96-inch Structural Plate Pipe, 12 Gage	200 lin.ft.	52.00	10,400.00
Salvaging and Reinstalling Culvert Pipe	80 lin.ft.	3.00	240.00
Salvaging and Stockpiling Culvert Pipe	280 lin.ft.	2.00	560.00
Class "A" Concrete	160 cu.yd.	60.00	9,600.00
Metal Reinforcement	25,600 lb.	0.15	3,840.00
Loose Riprap	5,500 cu.yd.	2.50	13,750.00
Metal Guard Rail	8,000 lin.ft.	2.43	19,440.00

Oregon State Highway Department

-2-

Federal Aid
Project No. F-326(9)

Guide Posts, Type W-2	300 only	\$6.75	\$ 2,025.00
Coarse Crushed Material in Base	59,700 ton	1.48	88,356.00
3/4" - 0 Material in Base	23,300 ton	1.70	39,610.00
Sprinkling	1,800 M-gal.	2.00	3,600.00
Preparation of Base	8.49 mile	100.00	849.00
3/4" - 0 Material in Binder Course	1,140 cu.yd.	3.10	3,534.00
Furnishing and Placing Aggregates	2,170 cu.yd.	3.80	8,246.00
MC-2 Asphalt	174 ton	50.00	8,700.00
120-150 Asphalt	160 ton	47.00	7,520.00
RS-1 Asphalt	50 ton	50.00	2,500.00
Extra for Oiling Approaches	50 only	25.00	1,250.00
Asphaltic Concrete Mixture	21,200 ton	3.30	69,960.00
Asphalt in Mixture	1,160 ton	41.50	<u>48,140.00</u>
			\$463,629.00

Flagging (57 1/2% of Contractor's Cost)	All Required	2,500.00
Signing (Temporary)	All Required	100.00
Signing (Permanent)	All Required	300.00
Seeding and Mulching	All Required	500.00
Idaho Power Company	All Required	<u>5,000.00</u>

Subtotal	\$472,029.00
Engr. & Cont.	<u>41,702.00</u>
Total	\$513,731.00

Length of Roadway - - - - - 8.490 Miles
 Length of 1 Structure - - - 0.011 Mile
 Total Length- - - - - 8.501 Miles
 Cost of Roadway Per Mile- - \$60,549.46

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Preliminary Engineering	\$ 1,000.00	\$ 600.00	\$ 400.00
Roadway	<u>513,731.00</u>	<u>313,400.00</u>	<u>200,331.00</u>
	\$514,731.00	\$314,000.00	\$200,731.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
 Chap. 529, Laws 1939.
 State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
JUL 6 1961

FOR FILING

F-326 (9)
5597

July 5, 1961

Henigson & Stunz
Attorneys at Law
106 Main Street
Nyssa, Oregon

Attention: Mr. Gene Stunz

Gentlemen:

In compliance with your request of June 29, we are attaching a certified copy of contract and bond No. 5597. This is State Highway Contract with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

HAROLD HENIGSON
GENE STUNZ

HENIGSON & STUNZ
ATTORNEYS AT LAW
106 MAIN STREET
NYSSA, OREGON

FRANKLIN 2-2996

June 29, 1961

Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Warren Northwest, Inc., Contract No. 5597

Dear Sir:

I am enclosing herewith the affidavit of Albert C. Nichols, made in behalf of my client, the Boise Cascade Concrete Company, which is submitted in accordance with the provisions of ORS 279.512 and ORS 279.515. We intend to commence an action against the Federal Insurance Company, the surety of Warren Northwest, Inc., and we request that we be provided with a certified copy of the contract and bond which cover the above referenced contract.

Thank you for your courtesy and cooperation.

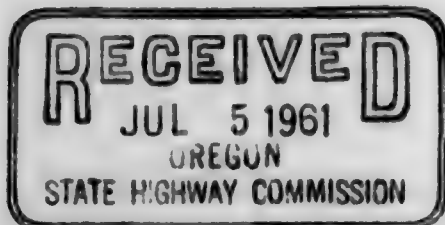
Very truly yours,

Gene Stunz
Gene Stunz

GS:gg
Enclosure

cc, please reply 76

NOTED
C. W. HEAD



A F F I D A V I T

STATE OF OREGON)
)
County of Malheur) ss.

I, ALBERT C. NICHOLS, being first duly sworn, upon oath, do hereby depose and say:

That I am the manager of the Ontario, Oregon, Branch of the Boise Cascade Concrete Company, an Idaho corporation, which has been licensed by the Corporation Commissioner of the State of Oregon to do business in the State of Oregon.

That during the period of April 25, 1960, to June 15, 1960, the said Boise Cascade Concrete Company supplied ready-mix concrete to the Oregon Foundations Concrete Company of 7663 S.E. Ogden, Portland, Oregon, on a highway construction job on which the said Oregon Foundations Concrete Company was a sub-contractor of the prime contractor, Warren Northwest, Inc., the said highway job being at or near Harper, Oregon.

That the said ready-mix concrete was delivered to the said job at the special instance and request of Harold Gribble, an authorized agent of the said Oregon Foundations Concrete Company and that the agreed price for the said ready-mix concrete is the sum of \$3,534.42 and that no part of the said sum has been paid to the said Boise Cascade Concrete Company and that there is now due and owing from the said Oregon Foundations Concrete Company to the said Boise Cascade Concrete Company the said sum.

That the said ready-mix concrete was supplied to the said highway construction job in prosecution of the work as provided for in the contract with the prime contractor, Warren Northwest, Inc.

That this affidavit is made in support of an application to the Secretary of the Oregon Highway Commission for a certified copy of the contract and bond which have been executed in connection with the said highway construction job, all as is provided in ORS279.512 and ORS279.515.

HAROLD HENIGSON
ATTORNEY AT LAW
108 MAIN STREET
NYSSA, OREGON

That the claim of the said Boise Cascade Concrete Company has
not been assigned.

Albert C. Michael

Subscribed and sworn to before me this 13th day of October, 1960.

Gene Sturges
Notary Public for Oregon

My Commission Expires 2/8/64

RECEIVED
APR 27 1961

FOR FILING

F-326 (9)
-
4497

April 26, 1961

Federal Insurance Company
Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

We have received notification from the Department of Employment that they are releasing their claim for employment taxes for the period July 1, 1960 through September 30, 1960 in the amount of \$519.52 plus interest and for the period October 1, 1960 through December 31, 1960 in the amount of \$69.49 plus interest on the taxable payroll of Jack Robinson, subcontractor.

This is in connection with Warren Northwest's, Inc. contract No. 5597, for grading and paving the Hamerl-Harper Junction Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

cc: Federal Insurance Company
320 California Street
San Francisco 4, California
Attn: Mr. Robert E. Wallace, Manager

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners Melver
Jackson
W. C. Williams
Forrest Cooper

Roland V. Brown
Assistant Attorney General
assigned to Department of Employment

NOTED ON CARD

sc

STATE UNEMPLOYMENT COMPENSATION COMMISSION
OREGON STATE EMPLOYMENT SERVICE
AFFILIATED WITH
UNITED STATES EMPLOYMENT SERVICE

FORM 22 12-500 5-55

April 24, 1961

RVB: 64,126

Warren-Northwest, Inc.
Prentice Hall Corporation System, Inc.
Registered Agent
Pacific Building
Portland, Oregon

Re: Dept. of Emp. Com'r. vs. Jack Robinson Contractor, Inc.
Case No. 11244 - Deschutes County

Dear Sirs:

Enclosed please find a copy of Release of Notice of Claim
on Contractor's Bond which the Department of Employment has
this date forwarded to the Secretary of State for filing.

Thank you very much for your consideration in this matter.

Very truly yours,

ROBERT Y. THORNTON
Attorney General

Roland V. Brown
Assistant Attorney General
assigned to Department of Employment

RVB
cc - CIVIL HIGHWAY COMMISSION
cc - State Highway Department
cc - Oregon
cc - RECEIVED
cc - National Insurance Company of Holland
320 California Street
San Francisco 4, California

COPY

RELEASE OF NOTICE OF CLAIM ON
GOW
CONTRACTOR'S BOND

File No. 3783

TO: Howell Appling
Secretary of State
Salem, Oregon

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, David H. Cameron, Department of Employment Commissioner, does hereby release his claim for employment taxes for the period from July 1, 1960, through September 30, 1960, on the taxable payroll of Jack Robinson Contractor, Inc. Said claim being filed upon the 16th day of February, 1961, with the Secretary of State in the sum of \$519.52 taxes, \$25.24 interest and with interest on \$519.52 at the rate of one percent per month, or fraction thereof, from February 28, 1961, until paid against the bond taken from Warren-Northwest, Inc., a corporation principal, and the Federal Insurance Company of Holland, surety, said claim having been for payroll taxes incurred by Jack Robinson Contractor, Inc., as a subcontractor of Warren-Northwest, Inc., for construction work done on Oregon State Project FAP-F-326 (9), Namorf-Harper Project No. 5597, Namorf-Harper Junction Section, Central Oregon Highway, all in Malheur County, Oregon, said work being done under Contract No. 5597 for the State Highway Department of Oregon.

DAVID H. CAMERON
DEPARTMENT OF EMPLOYMENT COMMISSIONER

By /s/ D. I. McKenna
Supervisor of Tax Division

Subscribed and sworn to before me this 24 day of April, 1961.

/s/ E. J. Schinnek
Notary Public for Oregon

My Commission Expires: July 24, 1961.

RELEASE OF NOTICE OF CLAIM ON

CONTRACTOR'S BOND

File no. 3808

TO: Howell Appling
Secretary of State
Salem, Oregon

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, David H. Cameron, Department of Employment Commissioner, does hereby release his claim for employment taxes for the period from October 1, 1960, through December 31, 1960, on the taxable payroll of Jack Robinson Contractor, Inc. Said claim being filed upon the 11th day of April, 1961, with the Secretary of State in the sum of \$69.49 taxes, \$2.08 interest and \$6.95 penalty with interest on \$69.49 at the rate of one percent per month, or fraction thereof, from April 30, 1961, until paid against the bond taken from Warren-Northwest, Inc., a corporation principal, and the Federal Insurance Company of Holland, surety, said claim having been for payroll taxes incurred by Jack Robinson Contractor, Inc., as a subcontractor of Warren-Northwest, Inc., for construction work done on Oregon State Project FAP-F-326 (9), Hamorf-Harper Project No. 5597, Hamorf-Harper Junction Section, Central Oregon Highway, all in Malheur County, Oregon, said work being done under Contract No. 5597 for the State Highway Department of Oregon.

DAVID H. CAMERON
DEPARTMENT OF EMPLOYMENT COMMISSIONER

By /s/ D. I. McKenna
Supervisor of Tax Division

Subscribed and sworn to before me this 24 day of April, 1961.

/s/ H. J. Schinnek
Notary Public for Oregon

My Commission Expires: July 24, 1961.

RECEIVED
APR 24 1961

FOR FILING

F-326(9)

5597

4-19-61
PR-2A
(8-31-57)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

MODIFICATION OF FEDERAL-AID
PROJECT AGREEMENT

Date

Oregon

County

Malheur

Project number

F-326(10)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on January 20,

19 60, is hereby modified as follows:

Revised estimated total cost of project \$ 7,348.00

Revised Federal funds \$ 4,221.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 19 day of April, 19 61.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By

C. G. Polk

Division Engineer

By

C. C. Pike

Acting Administrative Manager

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: April 17, 1961

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

By: *D. M. Emrich*
D. M. Emrich
Acting Division Engineer

SUBJECT: Proposed Modification of Federal-aid Project Agreement

Attached are two copies of proposed modification of Federal-aid project agreement for the following project:

F-326(10) Namorf-Harper Jct. Section

If the project agreement is satisfactory, it should be signed and returned to this office.

Attachment

NOTED
FORWARDED



April 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of
project agreement, signed by a Highway Official, for the
Nemah-Harper Jct. Section, Project No. F-326(10).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNCrer

RECEIVED
APR 19 1961

D. Cook
T

FOR FILING
F-326(9)
5597

April 18, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

We have received notification from the Secretary of State that the claim of Rogers Supertread Tire Co., in the amount of \$3,788.13 for tires and rubber products furnished to Jack Robinson, Contractor, Inc., a subcontractor to Warren Northwest, Inc., on our Contract No. 5597, was filed in his office on April 17, 1961. He has assigned his File No. 3809 to this claim.

A description of this claim was outlined in our letter to you of April 13, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARD
AC

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 13, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$3,788.13, received from Chas. E. Boardman, Attorney in Bend, on behalf of Rogers Supertread Tire Co., for tires and rubber products furnished to Jack Robinson, Contractor, Inc., subcontractor to Warren Northwest, Inc., prime contractor.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

File # 3809

FILED

APR 17 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED

APR 17 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
APR 17 1961

FOR FILING

F-326(9)
5591

April 13, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$3,788.13, received from Chas. E. Boardman, Attorney in Bend, on behalf of Rogers Supertread Tire Co., for tires and rubber products furnished to Jack Robinson, Contractor, Inc., subcontractor to Warren Northwest, Inc., prime contractor.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

NOTED ON CARD

[Signature]

RECEIVED
APR 17 1961

FOR FILING

F-326(9)
5597

April 13, 1961

Charles E. Boardman
Attorney at Law
1002 Bond Street
Bend, Oregon

Dear Sir:

This is to acknowledge your letter of April 12, 1961, and the attached claim of your client, Rogers Supertread Tire Co., in the amount of \$3,788.13, for tires and rubber products furnished to Jack Robinson, Contractor, Inc. This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., prime contractor, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment. Contract payments are not withheld by us unless requested by the surety or by our own department.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

de

CHARLES E. BOARDMAN

ATTORNEY AT LAW

1002 BOND STREET

BEND, OREGON

April 12, 1961.

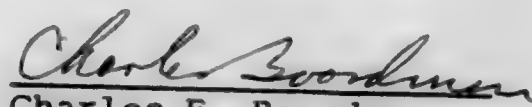
Clerk State Highway Dept.,
Salem, Oregon.

Dear Sir:

Enclosed, please find original and copies of notice of claim for materials furnished to Jack Robinson Contractor, Inc., subcontractor to Warren Northwest on a job in Malheur County last year.

It is my understanding that if there are funds on hand due to the general contractor, that you have authority to remit the same to my client, the lien claimant, Rogers Supertread Tire Company.

Very truly yours,


Charles E. Boardman

CEB:FB

enc:

cc: Federal Insurance Co., Flemington, N. J.



1 NOTICE OF CLAIM FOR MATERIALS FURNISHED
2 FOR THE PROSECUTION OF PUBLIC CONTRACT
3

4 TO: THE STATE OF OREGON, by and through its STATE HIGHWAY
5 DEPARTMENT

6 NOTICE IS HEREBY GIVEN

7 That the undersigned Rogers Supertread Tire Company of
8 609 South Front Street, Yakima, Washington, has a claim for mater-
9 ials furnished to Jack Robinson Contractors, Inc., and used in
10 the prosecution of work provided for in that certain contract
11 designated as State Highway Contract No. 5597 with Warren North-
12 West, Inc., in Malheur County, a contract let by the State of
13 Oregon by and through its State Highway Department with Warren
14 Northwest, Inc. as prime contractor for the construction, alter-
15 ation and repair of a section of public highway within the State
16 of Oregon, portions of which work were subcontracted to Jack Rob-
17 inson Contractors, Inc., and by reason of which contract, the
18 said Jack Robinson Contractors, Inc. became subcontractors in
19 the prosecution of the work under the public contract aforesaid,
20 and the claimant herein furnished to the subcontractor aforesaid,
21 between July 21st and September 2nd of 1960, tires and rubber
22 products of the agreed reasonable value of \$3,788.13, which was
23 the agreed purchase price, and all of which was used in the pros-
24 ecution of the work under the public contract, and that no part
25 thereof has been paid, and that this claim is made in the sum of
26 \$3,788.13 against the bond taken from Warren Northwest, Inc., a
27 Delaware corporation duly authorized to do business in the State
28 of Oregon by and through its corporate officials at Portland,
29 Oregon (P. O. box 5072), as principal, and FEDERAL INSURANCE
30
31
32

1 COMPANY, of Flemington, New Jersey, as surety of the work to be
2 executed under the contract with the State of Oregon by and
3 through its State Highway Department aforesaid.

4 DATED this _____ day of March, 1961.

5
6
7 ROGERS SUPER TREAD TIRE CO.

8
9 BY [Signature]
10 Assistant Treasurer
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CHARLES L. BORDMAN
ATTORNEY AT LAW
1111 BEND AVENUE
BEND OREGON

RECEIVED
APR 17 1961

FOR FILING

F-326(9)
4497

April 13, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

A letter, dated April 12, 1961, with claim attached has been received from Charles E. Boardman, attorney in Bend, on behalf of his client, Rogers Supertread Tire Co., advising that Jack Robinson, Contractor, Inc., owes them \$3,788.13 for tires and rubber products.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., prime contractor, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as agent for the surety furnishing the performance bond on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

Enc.

CC:

Federal Insurance Company
320 California St.
San Francisco 4, Calif.

Attn: Robt. E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

de

RECEIVED
APR 14 1961

FOR FILING

F-326(9)
5597

April 13, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State on April 11, 1961, by the Oregon Department of Employment for employment taxes of Jack Robinson, Contractor, Inc., due the State Unemployment Compensation Trust Fund, in the sum of \$69.49 plus interest of \$2.00 and penalty of \$6.95, with interest on \$69.49 at the rate of one percent per month from April 30, 1961.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., prime contractor, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as agent for the surety furnishing the performance bond on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp
Enc.
CC:
Federal Insurance Company
320 California Street
San Francisco 4, Calif.
Atts: Robt. E. Wallace, Mgr.

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Mr. Roland V. Brown
Asst. Attorney General
Department of Employment
Salem, Oregon

NOTED ON CARD
[Signature]



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

April 11, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Roland V. Brown, Assistant Attorney General, Department of Employment, 416 Public Service Building, Salem, Oregon and filed as of this date, a notice of claim by Oregon Department of Employment for employment taxes due the State Unemployment Compensation Trust Fund in the sum of \$69.49 plus interest of \$2.08 and penalty of \$6.95 with interest on \$69.49 at the rate of one percent per month, or fraction thereof from April 30, 1961 until paid against the bond taken from Warren-Northwest, Inc., principal and the Federal Insurance Company of Holland, surety, being due upon the payroll incurred by Jack Robinson, Contractor, Inc., as a sub-contractor of Warren-Northwest, Inc., for construction work done on Oregon State Project FAP-F-326 (9), Namorf-Harper Project No. 5597, Namorf-Harper Junction Section, Central Oregon Highway, in Malheur County. State Highway Contract No. 5597.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

NOTED
FLOYD QUERY

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Geo C Stephens

Public Records Section

GS:FK
Enc.



NOTED
C W 1115

NOTICE OF CLAIM ON
CONTRACTOR'S BOND

TO: Howell Appling
Secretary of State
Salem, Oregon

Notice is hereby given that the Oregon Department of Employment has a claim for employment taxes due the State Unemployment Compensation Trust Fund for the period from October 1, 1960 through December 31, 1960, on the taxable payroll of Jack Robinson, Contractor, Inc., in the sum of \$69.49 taxes, \$2.06 interest and \$6.95 penalty, with interest on \$69.49 at the rate of one percent per month, or fraction thereof, from April 30, 1961, until paid, against the bond taken from Warren-Northwest, Inc., a corporation, principal, and the Federal Insurance Company of Holland, surety. Said amounts being due upon the payroll incurred by Jack Robinson, Contractor, Inc., as a sub-contractor of Warren-Northwest, Inc., for construction work done on Oregon State Project FAP-F-326 (9), Hamer-Harper Project No. 5597, Hamer-Harper Junction Section, Central Oregon Highway, all in Malheur County, Oregon, said work being done under contract No. 5597 for the State Highway Department of Oregon.

Done and Dated at SALEM, OREGON this 10th day of April, 1961.

File # 3808

FILED

APR 11 1961

HOWELL APPLING, JR.
SECRETARY OF STATE

DAVID H. CAMERON, DEPARTMENT
OF EMPLOYMENT COMMISSIONER

By Robert M. Kenna
Supervisor, Tax Division

Subscribed and sworn to before me this 10th day of April, 1961.

Robert M. Kenna
My Commission expires July 24, 1962.

RECEIVED
APR 11 1961
HOWELL APPLING, JR.
SECRETARY OF STATE



ROBERT V. THORNTON
Attorney General
E. G. FOXLEY
Deputy



E. NORDVKE
Assistant Attorney General
Chief Counsel
ROLAND V. BROWN
RALPH W. TAYLOR
C. SORENSEN
Assistant Attorneys General

STATE OF OREGON
DEPARTMENT OF JUSTICE

Legal Division

Department of Employment RVB:64126

416 Public Service Building

Salem, Oregon

Empire 4-2171 Ext. 756-681

APR 11 1961

State Highway Department,
State Highway Building,
Salem, Oregon.

Re: Dept. of Emp. Comm'r. vs.
Jack Robinson, Contractor, Inc.,
Deschutes County No. 11244.

Gentlemen:

Enclosed please find a copy of Notice of Claim on Contractor's
Bond which the Department of Employment has this date forwarded
to the Secretary of State for filing.

Very truly yours,

ROBERT V. THORNTON
Attorney General

A handwritten signature in cursive script, reading "Roland V. Brown".

Roland V. Brown
Assistant Attorney General
assigned to Department of Employment

RVB:pmd
Enclosure

*cc,
please handle
76*



NOTICE OF CLAIM ON
CONTRACTOR'S BOND

TO: Howell Appling
Secretary of State
Salem, Oregon

Notice is hereby given that the Oregon Department of Employment has a claim for employment taxes due the State Unemployment Compensation Trust Fund for the period from October 1, 1960 through December 31, 1960, on the taxable payroll of Jack Robinson, Contractor, Inc., in the sum of \$69.49 taxes, \$2.08 interest and \$6.95 penalty, with interest on \$69.49 at the rate of one percent per month, or fraction thereof, from April 30, 1961, until paid, against the bond taken from Warren-Northwest, Inc., a corporation, principal, and the Federal Insurance Company of Holland, surety. Said amounts being due upon the payroll incurred by Jack Robinson, Contractor, Inc., as a sub-contractor of Warren-Northwest, Inc., for construction work done on Oregon State Project FAP-F-326 (9), Namorf-Harper Project No. 5597, Namorf-Harper Junction Section, Central Oregon Highway, all in Malheur County, Oregon, said work being done under contract No. 5597 for the State Highway Department of Oregon.

Done and Dated at SALEM, OREGON this 10 day of April, 1961.

DAVID H. CAMERON, DEPARTMENT
OF EMPLOYMENT COMMISSIONER

By /s/ D. J. McKenna
Supervisor, Tax Division

Subscribed and sworn to before me this 10 day of April, 1961.

/s/ H. J. Schaefer
NOTARY PUBLIC FOR OREGON
My Commission expires July 24, 1961.

RECEIVED
APR 11 1961

FOR FILING

F-326(9)
5597

April 10, 1961

Richards, Haga & Eberle
Attorneys and Counsellors at Law
Boise, Idaho

Attention: Mr. T. H. Eberle

Gentlemen:

As requested in your letter of April 7, we are attaching
a certified copy of State Highway Contract and bond No. 5597
with Warren Northwest, Inc., for grading and paving the Namorf-
Harper Jct. Section of the Central Oregon Highway in Malheur
County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.
CWH:fp

NOTED ON CARD

Sc

J. L. EBERLE
T. H. EBERLE
W. D. EBERLE
B. S. VARIAN
DALE O. MORGAN
CHAS F. McDEVITT

RICHARDS, HAGA & EBERLE
ATTORNEYS & COUNSELLORS AT LAW
BOISE, IDAHO

JAMES H. RICHARDS (1882-1936)
MORRIS F. MORROW (1887-1941)
CHAS. H. DARLING (1898-1942)
OLIVER O. HAGA (1872-1943)

April 7, 1961

Department of Highways
State of Oregon
Salem, Oregon

Re: Request for copy of contract
and bond, Oregon State Project FAP-F-326(9)
Namorf-Harper Junction Section, Central
Oregon Highway, Malheur County

Gentlemen:

#5597

We are desirous of obtaining a certified copy of the above contract and a certified copy of the bond filed by the contractor, the bonding company being Federal Insurance Company of Holland, of California.

The matter concerns a claim by the Bunting Tractor Company of Boise, and an appropriate affidavit supporting the matter for the bond is attached. If there is any charge in the matter, please advise us and we will promptly forward it.

Very truly yours,

Asst. Secy.

THE/lu



STATE OF IDAHO)
) ss.
County of Ada)

Richard Bunting, being first duly sworn upon oath, deposes and says:

That he is secretary of the Bunting Tractor Company, Inc.; that said Company furnished services in the form of rental services, supplies and repair parts to equipment working on a State Highway job in the State of Oregon, Project FAP-F-326(9), Namorf-Harper Junction Section, Central Oregon Highway, Malheur County, in the amount of the present unpaid bill of \$2,514.43, which amount is owed by Jack Robinson & Sons, or Jack Robinson Contractors, Inc., or Jack Robinson personally, which services were furnished to said party, or parties, under the Warren-Northwest Company contract on the above noted job.

That copies of said contract and the bond of said Warren-Northwest Company are desired for the purpose of commencing an action under said bond for and on behalf of the State of Oregon for the benefit of Bunting Tractor Company against said contractor and sub-contractor.

DATED: This ____ day of April, 1961.

Richard H. Bunting

SUBSCRIBED AND SWORN to before me this 7 day of April, 1961.

[Signature]
Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

Richard Bunting, being first duly sworn upon oath, deposes and says:

That he is secretary of the Bunting Tractor Company, Inc.; that said Company furnished services in the form of rental services, supplies and repair parts to equipment working on a State Highway job in the State of Oregon, Project FAP-F-326(9), Namorf-Harper Junction Section, Central Oregon Highway, Malheur County, in the amount of the present unpaid bill of \$2,514.43, which amount is owed by Jack Robinson & Sons, or Jack Robinson Contractors, Inc., or Jack Robinson personally, which services were furnished to said party, or parties, under the Warren-Northwest Company contract on the above noted job.

That copies of said contract and the bond of said Warren-Northwest Company are desired for the purpose of commencing an action under said bond for and on behalf of the State of Oregon for the benefit of Bunting Tractor Company against said contractor and sub-contractor.

DATED: This ____ day of April, 1961.

Richard W. Bunting

SUBSCRIBED AND SWORN to before me this ____ day of April, 1961.

Notary Public for Idaho
Residing at Boise, Idaho

STATE OF IDAHO)
) ss.
County of Ada)

Richard Bunting, being first duly sworn upon oath, deposes and says:

That he is secretary of the Bunting Tractor Company, Inc.; that said Company furnished services in the form of rental services, supplies and repair parts to equipment working on a State Highway job in the State of Oregon, Project FAP-F-326(9), Namorf-Harper Junction Section, Central Oregon Highway, Malheur County, in the amount of the present unpaid bill of \$2,514.43, which amount is owed by Jack Robinson & Sons, or Jack Robinson Contractors, Inc., or Jack Robinson personally, which services were furnished to said party, or parties, under the Warren-Northwest Company contract on the above noted job.

That copies of said contract and the bond of said Warren-Northwest Company are desired for the purpose of commencing an action under said bond for and on behalf of the State of Oregon for the benefit of Bunting Tractor Company against said contractor and sub-contractor.

DATED: This ____ day of April, 1961.

Richard H. Bunting

SUBSCRIBED AND SWORN to before me this ____ day of April, 1961.

Notary Public for Idaho
Residing at Boise, Idaho

RECEIVED
MAR 24 1961

FOR FILING

F-326 (9)
5597

March 23, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$37,713.07 which was filed on March 20, 1961, with the Secretary of State by Jack Robinson and Sons, Inc., for materials, equipment, and labor furnished to Jack Robinson Contractor, Inc., subcontractor to Warren Northwest, Inc., prime contractor.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc. for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Mr. Robt. E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

He



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

March 20, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

#5597

Dear Sir:

We have received from Richard H. M. Hickok, Lawyer, 211 Oregon Avenue, Bend, Oregon and filed as of this date, a notice of claim by Jack Robinson and Sons, Inc. for material, equipment, and labor furnished to Jack Robinson, Contractor, Inc., in the sum of \$37,713.07 against Warren Northwest, Inc., prime contractor and against the bond taken from the Federal Insurance Co. of Holland in the performance of the work on the Oregon State Project known as: FAP-F-326 (9), Namorf-Harper Junction Section Central Oregon Highway, Malheur County.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

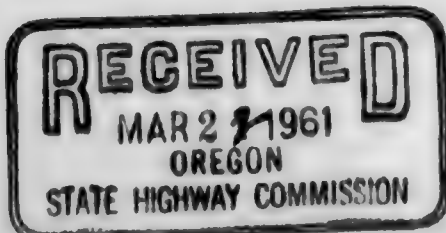
Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo C Stephens*

Public Records Section

GS:FK
Enc.



Jack Robinson & Sons, Inc.
EXCAVATION CONTRACTOR
EXCAVATION of ALL KINDS
118 EAST THURSTON PHONE EV 2-4681
BEND, OREGON

NOTICE OF CLAIM

TO: State of Oregon
Salem, Oregon

TO: Warren Northwest Co., Inc.
P. O. Box 5072
Portland, Oregon

TO: Jack Robinson, Contractor, Inc.
118 East Thurston
Bend, Oregon

TO: Federal Insurance Co., of Holland
Bonding Department
320 California Street
San Francisco, 4, California

NOTICE is hereby given that the undersigned, JACK ROBINSON & SONS, INC., of Bend, Oregon, has a claim in the sum of THIRTY-SEVEN THOUSAND SEVEN HUNDRED THIRTEEN AND 07/100 Dollars (\$37,713.07) against Warren Northwest, Inc., prime contractor, and against the bond taken from the Federal Insurance Co. of Holland, for materials, equipment, and labor furnished to Jack Robinson, Contractor, Inc., as sub-contractor for said prime contractor, which materials, equipment, and labor was used by said sub-contractor in the performance of the work on the Oregon State Project known as: FAP-F-326 (9), Namorf-Harper Junction Section Central Oregon Highway, Malheur County.

In the event the above claim is not settled and paid without an action in the courts to enforce same, in addition to the above item, the undersigned claims a reasonable sum as attorney's fees, and all costs in said action.

JACK ROBINSON & SONS, INC.

File # 3798

FILED

MAR 20 1961

HOWELL APPLING, JR.
SECRETARY OF STATE

STATE OF OREGON

County of Deschutes)

ss.

By Eldon Robinson

118 East Thurston
Bend, Oregon

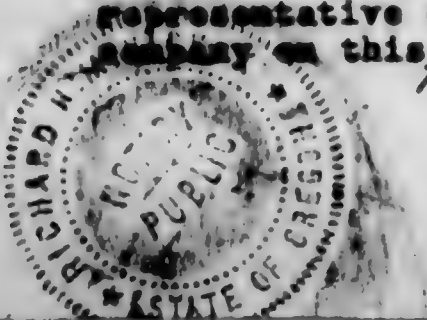
RECEIVED

MAR 20 1961

HOWELL APPLING, JR.

SECRETARY OF STATE

Subscribed and sworn to before me by Eldon Robinson, as representative of Jack Robinson & Sons, Inc. on behalf of said company on this 16 day of March, 1961.



Richard H. Applling
Notary Public for the State of Oregon
My commission expires 2/1/62

RECEIVED
MAR 24 1961

FOR FILING

F-326 (9)
5597

March 23, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is copy of a claim in the amount of \$2,689.29 which was filed on March 21, 1961, with the Secretary of State by Central Oregon Tractor and Equipment, Bend, for materials furnished to Jack Robinson, Contractor, Inc., subcontractor.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., prime contractor, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Robt. E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

de



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

March 21, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

* 5597

Dear Sir:

We have received from Richard H. M. Hickok, Lawyer, 211 Oregon Avenue, Bend, Oregon and filed as of this date, a notice of claim by Central Oregon Tractor and Equipment, of Bend, Oregon in the sum of \$2,689.29 against Warren Northwest, Inc., prime contractor, and against the bond taken upon the Federal Insurance Co. of Holland, for materials furnished to Jack Robinson, Contractor, Inc. as sub-contractor for said prime contractor, which materials were used by said sub-contractor in the performance of the work on the Oregon State Project known as: FAP-F-326 (9), Namorf-Harper Junction Section Central Oregon Highway, Malheur County.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

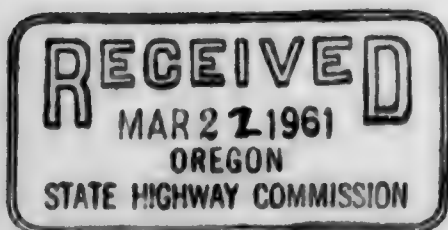
Sincerely,

HOWELL APPLING, JR.
Secretary of State
By

Geo. C. Stephens

Public Records Section

GS:FK
Enc.



NOTICE OF CLAIM

TO: State of Oregon
Salem, Oregon

TO: Warren Northwest Co., Inc.
P. O. Box 5072
Portland, Oregon

TO: Jack Robinson, Contractor, Inc.
118 East Thurston
Bend, Oregon

TO: Federal Insurance Co. of Holland
Bonding Department
320 California Street
San Francisco 4, California

NOTICE is hereby given that the undersigned, CENTRAL OREGON TRACTOR AND EQUIPMENT, of Bend, Oregon, has a claim in the amount of TWO THOUSAND SIX HUNDRED EIGHTY NINE AND 29/100 DOLLARS (\$2,689.29) against Warren Northwest, Inc., prime contractor, and against the bond taken upon the Federal Insurance Co. of Holland, for materials furnished to Jack Robinson, Contractor, Inc. as sub-contractor for said prime contractor, which materials were used by said sub-contractor in the performance of the work on the Oregon State Project known as: FAP-F-326 (9), Namorf-Harper Junction Section Central Oregon Highway, Malheur County.

In the event the above claim is not settled and paid without an action in the courts to enforce same, in addition to the above item, the undersigned claims a reasonable sum as attorney's fees, and all costs in said action.

CENTRAL OREGON TRACTOR AND EQUIPMENT

File # 3799

FILED

MAR 21 1961

HOWELL APPLING, JR.

SECRETARY OF STATE

STATE OF OREGON

County of Deschutes) ss

By Eldon Robinson
Eldon Robinson
551 Trenton Ave.
Bend, Oregon

Subscribed and sworn to before me by Eldon Robinson, as authorized representative of Central Oregon Tractor and Equipment on behalf of said company on this 17 day of March, 1961.



RECEIVED

MAR 21 1961

HOWELL APPLING, JR.

SECRETARY OF STATE

Richard H. Hickman
Notary Public for the State of Oregon
Commission expires 2/1/62

RECEIVED
MAR 10 1961

FOR FILING

F-326(9)

5597

March 10, 1961

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

State Highway contract #5597 for grading-paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County was completed by the contractor, Warren Northwest, Inc., on November 11, 1960, and was formally accepted by the Highway Commission on January 27, 1961.

Final payment in the amount of \$14,236.00 will be released to the contractor on or after March 20, 1961. The total contract amount is \$479,417.10, of which amount \$7,592.33 represents force account items.

You have been previously notified that claims have been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Warren Northwest, Inc.,
P. O. Box 507
Portland
Oregon

RECEIVED
MAR 13 1961

FOR FILING

F-326 (9)
5597

March 10, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

The Secretary of State has informed us that the claim of Van Petten Lumber Company, Ontario, in the amount of \$556.56 was filed in his office on March 6, 1961. He has assigned his file No. 3793 to this claim.

This filing is in reference to the State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

Very truly yours,

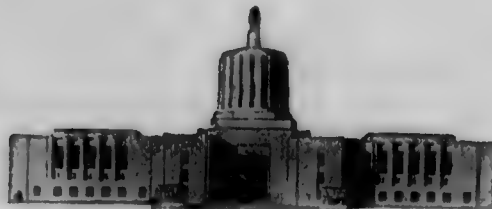
OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARL
RC

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 2, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$556.56, received from Max S. Taggart, attorney on behalf of Van Petten Lumber Company, Ontario, for materials furnished on State Highway Contract No. 5597.

This appears to be in connection with our Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

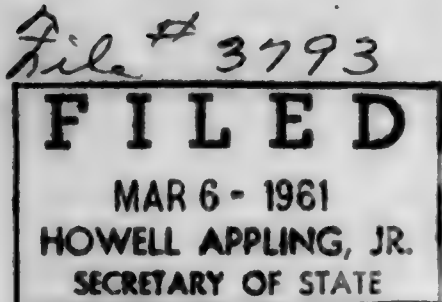
Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.



RECEIVED
MAR 3 1961

FOR FILING

F-326(9)
5597

March 2, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$556.56, received from Max S. Taggart, attorney on behalf of Van Petten Lumber Company, Ontario, for materials furnished on State Highway Contract No. 5597.

This appears to be in connection with our Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD

cc

RECEIVED
MAR 3 1961

FOR FILING

F-326(9)
5597

March 2, 1961

Mr. Max S. Taggart
Attorney at Law
71 S. W. 3rd Ave.
Ontario, Oregon

Dear Sir:

This is to acknowledge your letter of February 28 and attached claim of your client, Van Petten Lumber Company, Ontario, in the amount of \$556.56 for materials furnished to a subcontractor of Warren Northwest, Inc., under State Highway Contract No. 5597.

So that there will be no misinterpretation of the law, we are forwarding your client's claim to the Secretary of State for filing.

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

cc

Pat Albano

LAW OFFICES OF
MAX S. TAGGART
71 SOUTHWEST THIRD AVENUE
ONTARIO, OREGON
February 28, 1961

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Dear Mr. Query:

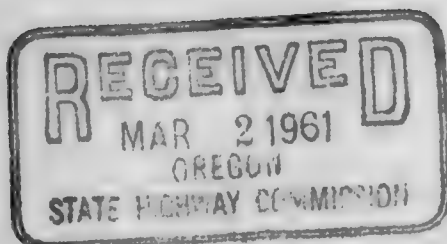
In compliance with ORS 279.526 we are filing notice of claim for materials furnished to a subcontractor of Warren Northwest, Inc. under public contract No. 5597. The notice is enclosed herewith.

Very truly yours,


PAT ALBANO

mab

encls.

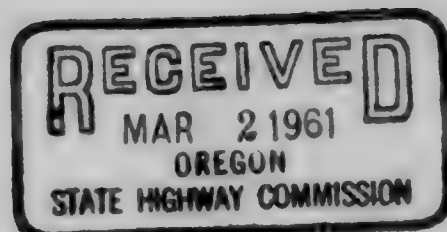


To Oregon State Highway Commission:

Notice hereby is given that the undersigned Van Petten Lumber Company of Ontario, Oregon, has a claim for materials furnished in the nature of lumber and nails for concrete forms and similar uses in the sum of \$556.56 plus the legal rate of interest from May 31, 1960 against the bond taken from Warren Northwest, Inc., as principal, and Federal Insurance Company of Flemington, New Jersey, as surety, for the work of grading and paving the Namorf-Harper Jct. section of the Central Oregon Highway in Malheur County, Oregon.

VAN PETTEN LUMBER COMPANY

BY Edward T. Bickman



RECEIVED
MAR 3 1961

FOR FILING

F-326(9)
5597

March 2, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

A letter, dated February 28, 1961, with claim attached has been received from Max S. Taggart, attorney on behalf of Van Petten Lumber Company, Ontario, advising that a subcontractor of Warren Northwest, Inc., owes them for materials furnished on State Highway Contract No. 5597.

This appears to be in connection with our Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy for your records.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Robt. E. Wallace, Mgr.

Secretary

NOTED ON CARD

cc

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
MAR 1 1961

FOR FILING

F-326(9)
5297

February 28, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building.
Portland, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$959.00 which has been filed with the Secretary of State by Southern Idaho Equipment Company, Inc., for labor and materials furnished to Jack Robinson Contractor, Inc., a subcontractor.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., principal contractor, for grading and paving the Namorf-Harper Jet. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Robt. E. Wallace, Mgr.

NOTED ON CARD

cc

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 23, 1961.

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Wayne M. Thompson, c/o Thompson & Perrine, Attorneys at Law, 122 Oregon Avenue, Bend, Oregon and filed as of this date, a notice of claim by Southern Idaho Equipment Company, Inc. for labor and materials performed and furnished in the form of repair labor performed and parts furnished for the Allis-Chalmers HD-20 tractor of Jack Robinson, Contractor, Inc., in the sum of \$959.00 against the bond taken from Warren Northwest, Inc., and Federal Insurance Company, Inc., surety, through their agent Ward Cook-Rodgers Insurance Company, Inc., 603 Panama Building, Portland, Oregon, for the work done on the Oregon State Highway Namorf-Harper Junction Section of the Central Oregon Highway, a grading and paving job whereon Warren Northwest, Inc. was the contractor and Jack Robinson, Contractor, Inc. was a subcontractor. State Highway Contract No. 5597.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Public Records Section

GS:FK
Enc.

NOTED
C. W. HEAD



NOTICE OF CLAIM

TO: STATE OF OREGON

Notice is hereby given that the undersigned, Southern Idaho Equipment Company, Inc. has a claim for labor and materials performed and furnished in the form of repair labor performed and parts furnished for the Allis-Chalmers HD-20 tractor of Jack Robinson, Contractor, Inc., by the Southern Idaho Equipment Company, Inc., in the sum of Nine Hundred Fifty-nine and No/100 (\$959.00) Dollars, against the bond taken from Warren Northwest, Inc., on Contract No. 5597, with the Federal Insurance Company, Inc. as surety through their agent Ward Cook-Rodgers Insurance Company, Inc., 603 Panama Building, Portland, Oregon, for the work done on the Oregon State Highway Mamorf-Harper Junction Section of the Central Oregon Highway, a grading and paving job whereon Warren Northwest, Inc. was the contractor and Jack Robinson, Contractor, Inc. was a subcontractor.

Dated this 15 day of February, 1961.

SOUTHERN IDAHO EQUIPMENT COMPANY, INC.

Corporate Seal

File #3787

By

Harlen W. Smith
Executive Vice President

FILED

FEB 23 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
HOWELL APPLING, JR.
FEB 23 1961
FILED
SECRETARY OF STATE

RECEIVED
FEB 23 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
FEB 27 1961

FOR FILING
E-326 (9)
1197

February 24, 1961

Mr. Max S. Taggart
Attorney at Law
71 Southwest Third Avenue
Ontario, Oregon

Dear Sir:

As requested in your letter and affidavit of Feb. 22, we are attaching a certified copy of contract and bond covering the Warren Northwest, Inc. Contract No. 5597, in Malheur County.

This contract was completed November 11, 1960 and accepted by the State Highway Commission on January 27, 1961.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

Pat Albano

LAW OFFICES OF
MAX S. TAGGART
71 SOUTHWEST THIRD AVENUE
ONTARIO, OREGON

February 22, 1961

Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sirs:

This office is representing Van Petten Lumber Company of Ontario, Oregon, a creditor of Oregon Foundations, 7668 S.E. Ogden, Portland, Oregon.

Materials were purchased from Van Petten by Oregon Foundations between April 14 and May 31, 1960, in connection with a State Highway contract for construction of a portion of U. S. Highway 20 near Harper, Oregon. It is our understanding that Warren Northwest, Inc. is the general contractor and we are certain that Oregon Foundations, the debtor, is a subcontractor on this construction project.

#5597

Desiring therefore to file notice of claim and bring action, if necessary, on the contractor's bond, we are hereby making application for a certified copy of the contract and bond as provided for in ORS 279.512. In so doing we have enclosed herewith an affidavit as required by ORS 279.515.

Incidentally, would you please inform us as to whether or not there has been an acceptance of the work on U. S. 20 under this contract, and if so, when the acceptance took place.

Thank you very much.

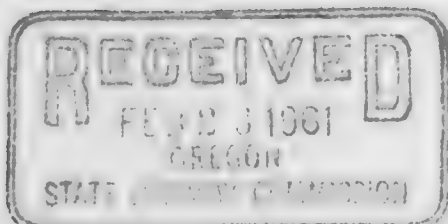
Very truly yours,

Pat Albano

PAT ALBANO

mab

encl-1



NOTED
C. W. HEAD

AFFIDAVIT OF APPLICANT FOR CERTIFIED COPY
OF CONTRACT AND BOND

STATE OF OREGON)
)
County of Malheur) ss.

I, Edward L. Bicknese, being duly sworn, say: That I am the manager of the Ontario Yard of the Van Petten Lumber Company, a partnership; that Van Petten Lumber Company has supplied materials for the prosecution of work provided for in the public contract applied for; that payment of the claim arising therefrom, or any part thereof, has not been made.

VAN PETTEN LUMBER COMPANY

By Edward L. Bicknese

Subscribed and sworn to before me this 22nd day of February,
1961.

Mary Ann Dyke
Notary Public for Oregon
Commission expires 1/3/64

RECEIVED
FEB 21 1961

FOR FILING

F-326 (9)
197

February 23, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$2,689.29 which has been filed with the Secretary of State by Central Oregon Tractor and Equipment, Bend, for materials furnished to Jack Robinson, Contractor, Inc. (subcontractor). This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., prime contractor, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Robt. E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

cc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 17, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
FLOYD QUERY

Dear Sir:

We have received from Eldon Robinson, c/o Central Oregon Tractor & Equipment Co., 511 Trenton Avenue, Bend, Oregon and filed as of this date, a notice of claim by Central Oregon Tractor and Equipment of Bend, Oregon in the sum of \$2,689.29 against the bond taken from Warren Northwest, Inc., prime contractor and against the bond taken from Federal Insurance Co. of Holland, for materials furnished to Jack Robinson, Contractor, Inc. as sub-contractor for said prime contractor, in the performance of the work on the Oregon State Project known as: FAP-F-326 (9), Namorf-Harper Junction Section Central Oregon Highway, Malheur County. #5597

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Geo C Stephens

Public Records Section

GS:FK
Enc.



NOTICE OF CLAIM

TO: State of Oregon
Salem, Oregon

TO: Warren Northwest Co., Inc.
P. O. Box 5072
Portland, Oregon

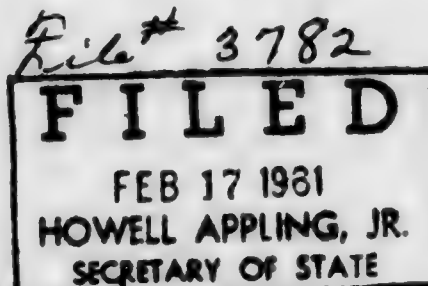
TO: Jack Robinson, Contractor, Inc.
118 East Thurston
Bend, Oregon

TO: Federal Insurance Co. of Holland
Bonding Department
320 California Street
San Francisco, 4, California

NOTICE is hereby given that the undersigned, CENTRAL OREGON TRACTOR AND EQUIPMENT, of Bend, Oregon, has a claim in the amount of TWO THOUSAND SIX HUNDRED EIGHTY NINE AND 29/100 DOLLARS (\$2,689.29) against Warren Northwest, Inc., prime contractor, and against the bond taken upon the Federal Insurance Co. of Holland, for materials furnished to Jack Robinson, Contractor, Inc. as sub-contractor for said prime contractor, which materials were used by said sub-contractor in the performance of the work on the Oregon State Project known as: FAP-F-326 (9), Nanorff-Harper Junction Section Central Oregon Highway, Malheur County.

In the event the above claim is not settled and paid without an action in the courts to enforce same, in addition to the above item, the undersigned claims a reasonable sum as attorney's fees, and all costs in said action.

CENTRAL OREGON TRACTOR AND EQUIPMENT



STATE OF OREGON

County of Deschutes

ss

Subscribed and sworn to before me by Eldon Robinson as authorized representative of Central Oregon Tractor and Equipment on behalf of said company on this 15 day of February, 1961.

By Eldon Robinson
Eldon Robinson
551 Trenton Ave.
Bend, Oregon

Deschutes County Clerk
Notary Public for the State of
Oregon, my commission expires
2/1/62

RECEIVED
FEB 21 1961

FOR FILING

7-552(1)
5597

February 20, 1961

Ward Cook-Rodgers Insurance Co., Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$519.52 for taxes plus \$25.24 interest, which has been filed with the Secretary of State by the Oregon Department of Employment. This claim appears to be for employment taxes due the Unemployment Compensation Commission Trust Fund on the taxable payroll of Jack Robinson, Contractor, Inc., subcontractor to Warren Northwest, Inc.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jet. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

CWH:fp

Secretary

Enc.

CC:

Federal Insurance Company

320 California St.

San Francisco 4, Calif.

Attn: Robt. H. Wallace, Mgr.

Warren Northwest, Inc.

P. O. Box 5072

Portland, Oregon

Commissioners

W. C. Williams

Forrest Cooper

NOTED ON CARD
dc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 16, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Department of Employment, 416 Public Service Building, Salem, Oregon, and filed as of this date, a notice of claim by Oregon Department of Employment for employment taxes due the State Unemployment Compensation Trust Fund for the period from July 1, 1960 through September 30, 1960, on the taxable payroll of Jack Robinson, Contractor, Inc. in the sum of \$519.52 taxes and \$25.24 interest, with interest on \$519.52 at the rate of one per cent per month or fraction thereof, from February 28, 1961 until paid, against the bond taken from Warren-Northwest, Inc., principal, and the Federal Insurance Company of Holland, surety, for construction work on Oregon State Project FAP-F-326 (9), Namorf-Harper Project No. 5597, Malheur County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

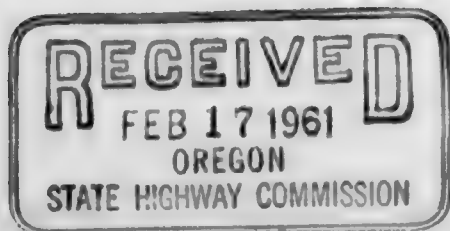
Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Geo. Stephens
Public Records Section

GS:FK
Enc.

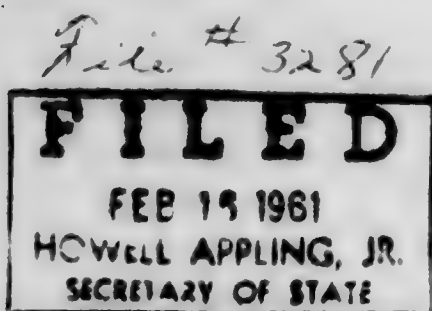


NOTICE OF CLAIM ON
CONTRACTOR'S BOND

TO: Howell Appling
Secretary of State
Salem, Oregon

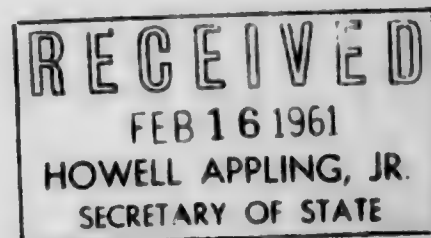
Notice hereby is given that the Oregon Department of Employment has a claim for employment taxes due the State Unemployment Compensation Commission Trust Fund for the period from July 1, 1960 through September 30, 1960, on the taxable payroll of Jack Robinson, Contractor, Inc. in the sum of \$519.52 taxes, and \$25.24 interest, with interest on \$519.52 at the rate of one percent per month, or fraction thereof, from February 28, 1961, until paid, against the bond taken from Warren-Northwest, Inc., a corporation, principal, and the Federal Insurance Company of Holland, surety. Said amounts being due upon the payroll incurred by Jack Robinson, Contractor, Inc., as a sub-contractor of Warren-Northwest, Inc., for construction work done on Oregon State Project FAP-F-326 (9), Namorf-Harper Project No. 5597, Namorf-Harper Junction Section, Central Oregon Highway, all in Walheur County, Oregon, said work being done under contract No. 5597 for the State Highway Department of Oregon.

Done and Dated at SALEM, OREGON this day of February, 1961.



DAVID H. CAMERON, DEPARTMENT
OF EMPLOYMENT COMMISSIONER

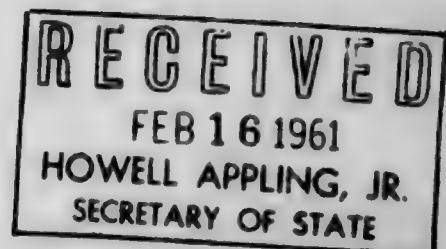
By *[Signature]*
Supervisor, Tax Division



Subscribed and sworn to before me this 15th day of February,
1961.



H. J. Schimener
Notary Public for Oregon
My Commission expires July 24, 1961.



RECEIVED
FEB 21 1961

FOR FILING

F-321(1)
5597

February 20, 1961

Department of Employment
Legal Division
416 Public Service Building
Salem, Oregon

Attention: Mr. Roland V. Brown
Asst. Attorney General

Gentlemen:

This is to acknowledge receipt of your letter of February 15 with attached Notice of Claim which you have forwarded to the Secretary of State for filing. This claim states that Jack Robinson, Contractor, Inc., owes you for employment taxes due the State Unemployment Compensation Commission Trust Fund in the sum of \$519.52 taxes and \$25.24 interest. This is apparently in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., prime contractor, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We have received notification from the Secretary of State informing us that your claim has been filed in his office. He has assigned File No. 3281 to this claim.

We will note this information in our records and advise the surety and the contractor of your filing.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

dc

ROBERT Y. THORNTON
Attorney General
E. G. FOXLEY
Deputy



E. NOROYKE
Assistant Attorney General
Chief Counsel
ROLAND V. BROWN
RALPH W. TAYLOR
C. SCHENCK
Assistant Attorneys General

STATE OF OREGON
DEPARTMENT OF JUSTICE
Legal Division
Department of Employment

416 Public Service Building

RVB:64126

Salem, Oregon

Empire 4-2171 Ext. 756-681

FEB 15 1961

State Highway Department,
State Highway Building,
Salem, Oregon.

Re: Dept. of Emp. Comm'r. vs.
Jack Robinson, Contractor, Inc.

Gentlemen:

Enclosed please find a copy of Notice of Claim on Contractor's
Bond, which the Department of Employment has this date forwarded
to the Secretary of State for filing.

Very truly yours,

ROBERT Y. THORNTON
Attorney General

Roland V. Brown
Assistant Attorney General
assigned to Department of Employment.

RVB:pmd

Enclosure

*Acc.
please handle
76*



NOTICE OF CLAIM ON
CONTRACTOR'S BOND

TO: Howell Appling
Secretary of State
Salem, Oregon

Notice hereby is given that the Oregon Department of Employment has a claim for employment taxes due the State Unemployment Compensation Commission Trust Fund for the period from July 1, 1960 through September 30, 1960, on the taxable payroll of Jack Robinson, Contractor, Inc. in the sum of \$519.52 taxes, and \$25.24 interest, with interest on \$519.52 at the rate of one percent per month, or fraction thereof, from February 28, 1961, until paid, against the bond taken from Warren-Northwest, Inc., a corporation, principal, and the Federal Insurance Company of Holland, surety. Said amounts being due upon the payroll incurred by Jack Robinson, Contractor, Inc., as a sub-contractor of Warren-Northwest, Inc., for construction work done on Oregon State Project FAP-F-326 (9), Namorf-Harper Project No. 5597, Namorf-Harper Junction Section, Central Oregon Highway, all in Malheur County, Oregon, said work being done under contract No. 5597 for the State Highway Department of Oregon.

Done and Dated at SALEM, OREGON this 15 day of February, 1961.

DAVID H. CAMERON, DEPARTMENT
OF EMPLOYMENT COMMISSIONER

By /s/ D. I. McKennan
Supervisor, Tax Division

Subscribed and sworn to before me this 15 day of February,
1961.

/s/ H. J. Schimunek
Notary Public for Oregon
My Commission expires July 24, 1961.

RECEIVED
FEB 17 1961

FOR FILING

F-326(9)
5597

February 16, 1961

Mr. Charles E. Boardman
Attorney at Law
1002 Bond Street
Bend, Oregon

Dear Sir:

As requested in your communication of February 14, we are attaching a certified copy of the contract and bond covering State Highway Contract No. 5597 with Warren Northwest, Inc., in Malheur County.

This contract was accepted January 27, 1961, by the State Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

CHARLES E. BOARDMAN

ATTORNEY AT LAW

1002 BOND STREET

BEND, OREGON

February 14, 1961.

State Highway Commission,
Salem, Oregon.

Gentlemen:

#5597
Att'n: Contract Dept.

Enclosed, find affidavit, and I am applying here-
with for copy of contract and bond of Warren Northwest
Company in connection with the Harper Junction job in
Malheur County, and would like to have the date on which
the job was accepted by the State Highway Commission.

Very truly yours,

Charles E. Boardman
Charles E. Boardman

CEB:FB
enc:

Accepted for file
16

Accepted Jan. 27, 1961



NOTED
C. W. HEAD

CHARLES E. BOARDMAN
ATTORNEY AT LAW
113 OREGON AVENUE
BEND, OREGON

A F F I D A V I T

STATE OF OREGON)
) ss
COUNTY OF DESCHUTES)

I, Charles E. Boardman, being first duly sworn, do hereby depose and say: That I am agent for Rogers Supertread Tire Company, a corporation, of Yakima, Washington, and that said corporation furnished and supplied material of the agreed reasonable value of \$3788.13 to Jack Robinson Construction Company, a subcontractor for the Warren Northwest Company, who was the general contractor on the Harper Junction section of Central Oregon Highway, Malheur County, Oregon job, under contract between the State of Oregon State Highway Commission and Warren Northwest Company, and that said materials were furnished and supplied for the prosecution of work provided for in the contract, and that no part thereof has been paid.

The affiant is informed that the job is designated FAP-F-326 (9).

Subscribed and sworn to before me this 14th day of February, 1961.

James Wilson
Notary Public for Oregon

My commission expires:

1-10-63

RECEIVED
FEB 9 1961

FOR FILING

F-326(9)
5597

February 9, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is copy of a claim in the amount of \$765.83 which has been filed with the Secretary of State (his File No. 3770) by Crater Lake Machinery Company for labor and tractor parts furnished to Jack Robinson, subcontractor to Warren Northwest, Inc.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., principal, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Robt. E. Wallace, Mgr.

NOTED ON CARD

sc

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper
CWH:fp



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 6, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Crater Lake Machinery Co., P. O. Box 31, Klamath Falls, Oregon, and filed as of this date, a notice of claim by same for labor and tractor parts furnished by same in the sum of \$765.85 against the bond taken from Federal Insurance Co. of Holland, Bonding Department, 320 California St., San Francisco 4, California and the surety Federal Insurance Co., through Ward Cook-Rodgers Insurance Co., Inc., 603 Panama Building, Portland, Oregon for the work of Oregon State Project: FAP-F-326 (9), Namorf-Harper Junction Section, Central Oregon Highway, Malheur County. #5597

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

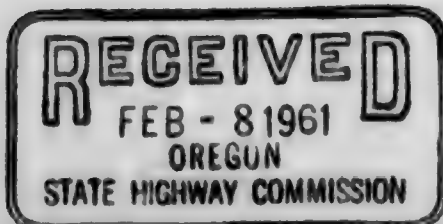
Sincerely,

HOWELL APPLING, JR.
Secretary of State
By

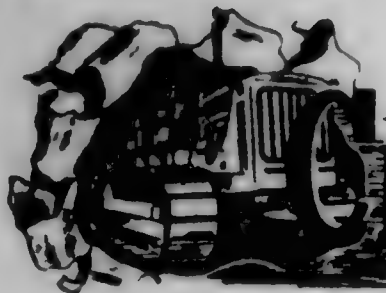
Lee C. Stephens

Public Records Section

GS:FK
Enc.



NOTED
FLOYD QUERY



GRATER LAKE

MACHINERY CO.

KLAMATH FALLS
REDMOND
MEDFORD

P. O. BOX 61
KLAMATH FALLS, OREGON

February 3, 1961

Secretary of State
State of Oregon
Salem, Oregon

Honorable Secretary:

In re: Jack Robinson, Contractor,
Inc. Bill \$765.85.
Oregon State Project: FAP-P-388 (9),
Hamorf-Harper Junction Section,
Central Oregon Highway, Malheur
County.

Notice is given that the undersigned, Grater Lake Machinery Company, has a claim for labor and traster parts furnished by Grater Lake Machinery Company in the sum of \$765.85 against the bond taken from Federal Insurance Co. of Holland, Bonding Department, 380 California St., San Francisco 4, California and the surety Federal Insurance Co., through Ward Cook-Rodgers Insurance Co., Inc., 603 Panama Building, Portland, Oregon for the work of Oregon State Project: FAP-P-388 (9), Hamorf-Harper Junction Section, Central Oregon Highway, Malheur County.

File # 3770

FILED
FEB 6 - 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

cc to:

Fed. Ins. Co. of Holland
Warren-Northwest, Inc.
Jack Robinson, Contr., Inc.

Sincerely,

RUDEN R. LARSON
Sales Manager

RECEIVED
FEB - 6 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
FEB 7 1961

FOR FILING

F-326(7)
5597

February 7, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$1,554.38 which has been filed with the Secretary of State (his File #3768) by Shoop & Schulze Tire Service, Bend, for materials furnished to Jack Robinson, subcontractor.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Robt. E. Wallace, Mgr.

NOTED ON CARD

he

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 2, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from your office and filed as of this date, a notice of claim by Shoop and Schulze Tire Service of Bend, Oregon in the sum of \$1,554.38 against Warren-Northwest, Inc., prime contractor and against the bond taken from the Federal Insurance Co. of Hollard, for materials furnished to Jack Robinson, Contractor, Inc. as sub-contractor for said prime contractor, which materials were used by said sub-contractor in the performance of the work on the Oregon State Project known as: FAP-F-326 (9), Namorf-Harper Junction Section Central Oregon Highway, Malheur County.

#5597

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

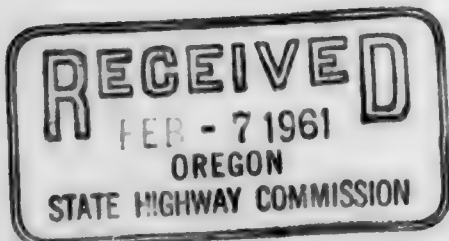
HOWELL APPLING, JR.
Secretary of State

By

Lee Stephens

Public Records Section

GS:FK
Enc.



Enc. please reply 76

NOTICE OF CLAIM

TO: State of Oregon
Salem, Oregon

TO: Warren Northwest Co., Inc.
P. O. Box 5072
Portland, Oregon

TO: Jack Robinson
118 East Thurston
Bend, Oregon

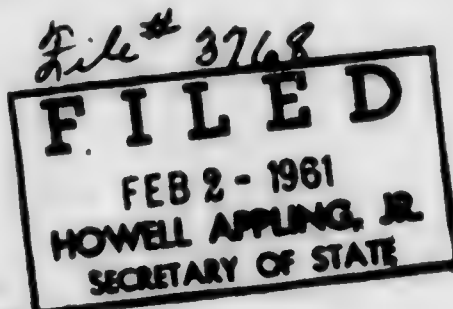
TO: Federal Insurance Co. of Holland
Bonding Department
320 California Street
San Francisco 4, California

REFERRED TO

C. H. MAISON, Auditor

NOTICE is hereby given that the undersigned, SHOOP & SCHULZE TIRE SERVICE, of Bend, Oregon has a claim in the sum of ONE THOUSAND FIVE HUNDRED FIFTY-FOUR AND 38/100 (\$1,554.38) against Warren-Northwest, Inc., prime contractor, and against the bond taken from the Federal Insurance Co. of Holland, for materials furnished to Jack Robinson, Contractor, Inc. as sub-contractor for said prime contractor, which materials were used by said sub-contractor in the performance of the work on the Oregon State Project known as: FAP-F-326 (9), Namorf-Harper Junction Section Central Oregon Highway, Malheur County.

In the event the above claim is not settled and paid without an action in the courts to enforce same, in addition to the above item, the undersigned claims a reasonable sum as attorney's fees, and all costs in said action.



SHOOP & SCHULZE TIRE SERVICE

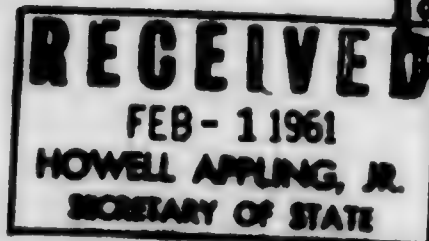
By *Ted Shoop*

P. O. Box 269
Bend, Oregon

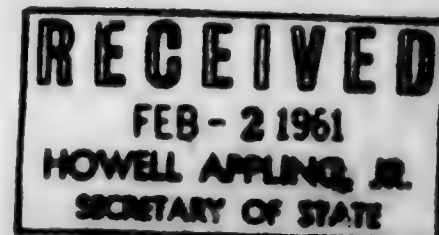
STATE OF OREGON

County of Deschutes

Subscribed and sworn to before me by Ted Shoop, as authorized representative of Shoop & Schulze Tire Service on behalf of said company on this 30 day of January, 1961.



Richard M. Haskins
Notary Public for the State of Oregon, my commission expires 2/64



RECEIVED
FEB 3 1961

FOR FILING

F-326(9)
5597

February 2, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim, dated January 27, 1961, in the amount of \$1,456.26 plus interest, which has been filed with the Secretary of State (his File No. 3765) by Farwest Steel Company for labor and materials furnished to Warren Northwest, Inc.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Robt. E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

AC



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

January 30, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Farwest Steel Co., P. O. Box 3025, Eugene, Oregon and filed as of this date, a notice of claim by same for labor and materials consisting of the furnishing of fabricated reinforcing steel furnished and performed by it in the sum of \$1,456.26, together with interest thereon at the rate of 6% per annum from May 1, 1960, against the bond taken from Warren Northwest, Inc., as principal, and Federal Insurance Co., surety, for the construction work on the Namorf-Harper Junction section of the Central Oregon Highway in Malheur County, Oregon. State Highway Contract No. 5597.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

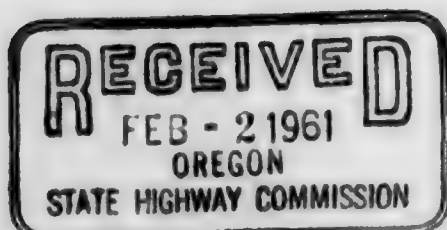
HOWELL APPLING, JR.
Secretary of State

By

Geo Stephens

Public Records Section

GS:FK
Enc.



NOTED
FLOYD QUERY

Please reply
46

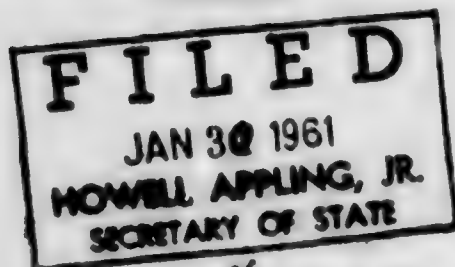
FARWEST STEEL CO.

Eugene, Oregon

TO: Secretary of State
State of Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Farwest Steel Co., an Oregon corporation, of Post Office Box 632, Eugene, Oregon, has a claim for labor and materials consisting of the furnishing of fabricated reinforcing steel furnished and performed by it in the sum of \$1,456.26, together with interest thereon at the rate of 6% per annum from May 1, 1960, against the bond taken from Warren Northwest, Inc., as Principal, and Federal Insurance Co., as Surety, for the construction work on the Nameri-Harper Junction section of the Central Oregon Highway in Malheur County, Oregon, under State Highway Contract No. 5597.

Dated this 27th day of January, 1961.

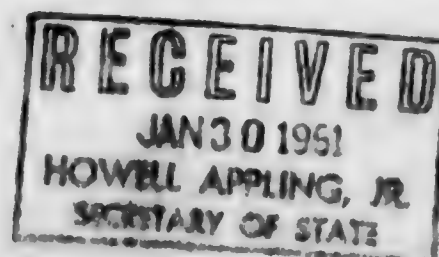


File # 3765

FARWEST STEEL CO.,
an Oregon corporation

By

Edward A. Butler
Atty



RECEIVED
FEB 3 1961

FOR FILING

F-32 (9)
5597

February 2, 1961

Card Cook-Rodgers Insurance Agency, Inc.
605 Renne Building
Portland, Oregon

Re: Claim

Attached is a copy of a claim, dated January 4, 1961, in the amount of \$2,782.25, which has been filed with the Secretary of State (his File No. 3764) by Lumbermens Insurance Agency, for insurance furnished to Jack Robinson, subcontractor to Warren Northwest, Inc.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Hemlock-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Robt. E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 3072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

Sc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

January 30, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

#5597

NOTED
FLOYD QUERY

Dear Sir:

We have received from Richard H. M. Hickok, Lawyer, P. O. Box 686, Bend, Oregon and filed as of this date, a notice of claim by Lumbermens Insurance Agency, of Bend, Oregon in the sum of \$2,782.25 against Warren-Northwest Inc., prime contractor, and against the bond taken from the Federal Insurance Co of Holland, for insurance furnished to Jack Robinson, Contractor, Inc., as sub-contractor for said prime contractor, which insurance premiums covered the blanket liability, the property damage in the Inland Marine coverage of said sub-contractor in the performance of the work on the Oregon State Project known as Oregon State Project: FAP-F-326 (9), Namorf-Harper Junction Section Central Oregon Highway, Malheur County.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

George Stephens

Public Records Section

GS:FK
Enc.



See phase copy
76

NOTICE OF CLAIM

TO: State of Oregon
Salem, Oregon

TO: Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

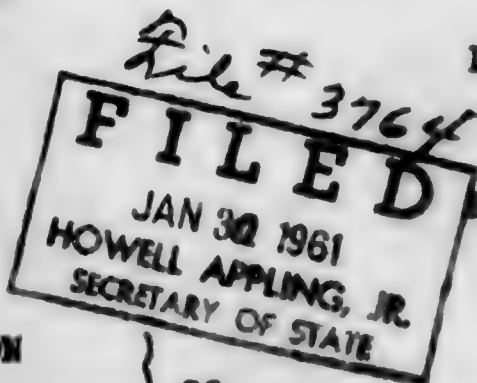
TO: Jack Robinson
118 East Thurston
Bend, Oregon

TO: Federal Insurance Co. of Holland
Bonding Department
320 California Street
San Francisco 4, California

NOTICE is hereby given that the undersigned, LUMBERMENS INSURANCE AGENCY, of Bend, Oregon has a claim in the sum of TWO THOUSAND SEVEN HUNDRED EIGHTY-TWO AND 25/100 (\$2,782.25) against Warren-Northwest, Inc., prime contractor, and against the bond taken from the Federal Insurance Co. of Holland, for insurance furnished to Jack Robinson, Contractor, Inc. as sub-contractor for said prime contractor, which insurance premiums covered the blanket liability, the property damage in the Inland Marine coverage of said sub-contractor in the performance of the work on the Oregon State Project known as Oregon State Project: FAP-F-326 (9), Namorf-Harper Junction Section Central Oregon Highway, Malheur County.

In the event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to the above item, the undersigned claims a reasonable sum as attorney's fees, and all costs of said action.

LUMBERMENS INSURANCE AGENCY



Philip Gould
Philip Gould
118 Oregon Avenue
Bend, Oregon

STATE OF OREGON

County of Deschutes

Subscribed and sworn to before me by the
representative of Lumbermens Insurance Agency
this 27 day of January, 1961.

RECEIVED
JAN 30 1961
COUNTY CLERK
COUNTY OF DESCHUTES
BEND, OREGON

RECEIVED
JAN 24 1961
FOR FILING

F. 326 (9)
5597

January 23, 1961

Phillips Petroleum Company
P. O. Box 2123
Spokane 10, Wn.

Attention: Mr. R. E. King

Gentlemen:

This is to acknowledge your Release of Claim, dated January 20, 1961, informing us that you have been fully paid for petroleum products in the amount of \$4,555.30 furnished to Jack Robinson, subcontractor to Warren Northwest, Inc.

Our records indicate this to be Warren Northwest, Inc. Contract No. 5597 for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

This information will be noted in our records and we will advise the surety and the contractor of your Release of Claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

Kc

7

RELEASE OF CLAIM

TO: State Highway Department
State of Oregon
Salem, Oregon

TO: Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

TO: Jack Robinson
E. 118 Thurston
Bend, Oregon

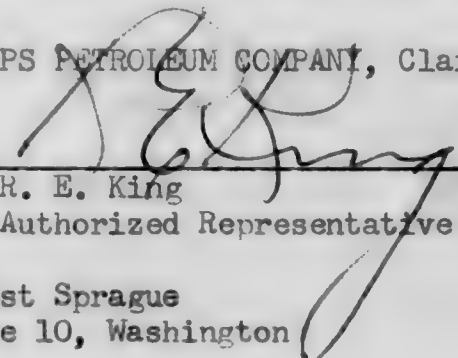
TO: Federal Insurance Co. of Holland
Bonding Department
320 California Street
San Francisco 4, California

THIS IS TO CERTIFY that certain claim for the sum of FOUR THOUSAND FIVE HUNDRED FIFTY-FIVE AND 30/100 (\$4,555.30) DOLLARS and costs and attorney's fees against WARREN NORTHWEST, INC., prime contractor, and FEDERAL INSURANCE CO. OF HOLLAND, surety, for petroleum products furnished to Jack Robinson, as subcontractor under said prime contractor, which petroleum products were used in the performance of work on Oregon State Project: FAP-F-326(9), Namorf-Harper Junction Section, Central Oregon Highway, Malheur County, heretofore filed by the undersigned in the office of the State Highway Department at Salem, Oregon is fully paid, satisfied and discharged, that any and all persons, including the State of Oregon, its officers and agents and the contractor and surety in question, are relieved from all liability for payment of the same; and that the said state, its officers and agents are hereby authorized and requested to cancel the said original of such claim as so filed.

DATED: January 20, 1961

PHILLIPS PETROLEUM COMPANY, Claimant

By


R. E. King

Authorized Representative

521 East Sprague
Spokane 10, Washington

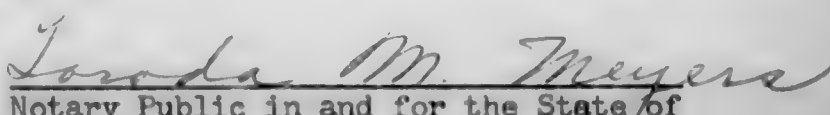
STATE OF WASHINGTON)

) ss

County of Spokane)

This is to certify that on this 20th day of January, 1961, before me the undersigned notary public duly commissioned and sworn, personally appeared R. E. KING, to me known to be the individual described in and who executed the foregoing instrument on behalf of Phillips Petroleum Company, and acknowledged to me that he signed the same as the free and voluntary act and deed of the firm whom he represents, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate above written.


Notary Public in and for the State of
Washington, residing at Spokane

RECEIVED
JAN 24 1961

FOR FILING

F-326 (9)
5597

January 23, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$2,770.45 plus interest, which has been filed with the Secretary of State (his File No. 3759) by Yturri and O'Kief, attorneys on behalf of H. R. Fell, for labor, materials and equipment rental furnished to Needham & Gardner, subcontractors.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Robt. E. Wallace, Mgr.

NOTED ON CARD
cc

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper
CWH:fp



STATE OF OREGON

DEPARTMENT OF STATE
SALEM, OREGON

January 19, 1961

HOWELL APPLING, JR.
SECRETARY OF STATE

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from James A. Cox, c/o Yturri and O'Kief, Attorneys at Law, Yturri-Caldwell Building, Ontario, Oregon and filed as of this date, a notice of claim by H. R. Fell for labor and materials including rental of construction equipment furnished by Needham & Gardner, a partnership consisting of Pat Needham and Don Gardner, in the sum of \$1,632.74 with interest thereon at 6% per annum from July 1, 1960, and the further sum of \$24.40, and the further sum of \$1,089.11 with interest thereon at 6% per annum from July 14, 1960, and the further sum of \$24.20, against the bond taken from Warren Northwest, Inc., principal, and Federal Insurance Company, surety, for the work of State Highway Construct No. 5597, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County, Oregon.

1,632.74
24.40
1,089.11
24.20

2,770.45

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Geo Stephens

Public Records Section

GS:FK
Enc.

ANTHONY YTURRI
JOHN C. O'KIEF
JAMES A. COX

YTURRI AND O'KIEF

ATTORNEYS AT LAW
YTURRI-CALDWELL BUILDING
ONTARIO, OREGON

TELEPHONE
TUCKER 9-5368

January 18, 1961

Hon. Howell Appling, Jr.
Secretary of State
State of Oregon
Salem, Oregon

Re: State Highway Contract No. 5597
Warren Northwest, Inc., contractor
Namorf-Harper Jct. Section of the
Central Oregon Highway, Malheur County

Dear Sir:

C
O
P
Y
Enclosed herewith is the original claim of H. R. Fell
against the Federal Insurance Company, the surety on the
above contract. The total amount of the claim is \$2,770.45
plus interest as stated. Will you please file the claim as
provided in ORS 279.528, and acknowledge receipt hereof.

Very truly yours,

YTURRI & O'KIEF

By *James A. Cox*

JAC:j
Enc

cc: Oregon State Highway Commission
Att.: Mr. Floyd Query, Secretary

Warren Northwest, Inc.
P.O. Box 5072
Portland, Oregon

Federal Insurance Company
Ward Cook-Rodgers Insurance Co., Inc., Agent
603 Panama Building
Portland, Oregon

Jack Robinson Contractor, Inc.
118 East Thurston
Bend, Oregon

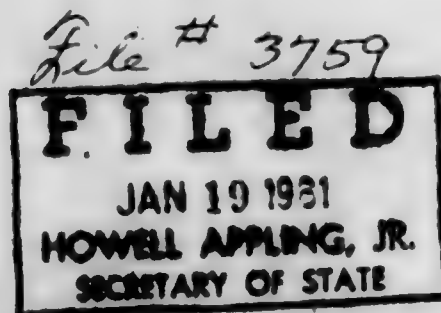


N O T I C E O F C L A I M

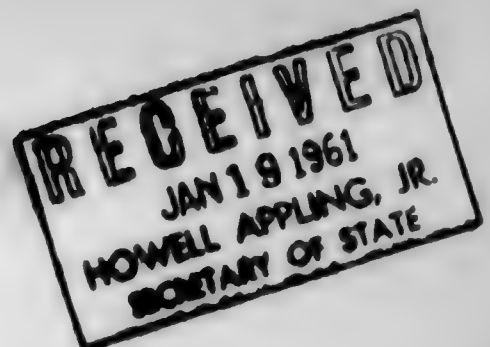
To the State of Oregon, by and through its State Highway Commission:

NOTICE IS HEREBY GIVEN that the undersigned, H.R. FELL, c/o Yturri & O'Kief, Attorneys, Ontario, Oregon, has a claim for labor and materials including rental of construction equipment furnished by NEEDHAM & GARDNER, a partnership consisting of Pat Needham and Don Gardner, in the sum of \$1,632.74 with interest thereon at 6% per annum from July 1, 1960, and the further sum of \$24.40, and the further sum of \$1,089.11 with interest thereon at 6% per annum from July 14, 1960, and the further sum of \$24.20, against the bond from WARREN NORTHWEST, INC., principal, and FEDERAL INSURANCE COMPANY, surety, for the work of State Highway Contract No. 5597, awarded January 28, 1960, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County, Oregon.

Dated: January 18, 1961.



H. R. Fell
H. R. Fell



RECEIVED
JAN 24 1961

FOR FILING

F-3.26 (9)
5597

January 23, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

We have received from Phillips Petroleum Company, Spokane, Wn., a Release of Claim, dated January 20, 1961, informing us that they have been fully paid for petroleum products in the amount of \$4,555.30 furnished to Jack Robinson, subcontractor to Warren Northwest, Inc.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Federal Insurance Company
320 California St.
San Francisco 4, California
Attn: Mr. Robt. E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD
jc

RECEIVED
JAN 23 1961

FOR FILING

E-326 (9)
5597

January 20, 1961

Ward Cook-Redgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$4,555.30 which has been filed with the Secretary of State by Phillips Petroleum Company for petroleum products furnished to Jack Robinson, subcontractor to Warren Northwest, Inc.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Junction Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

dc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

January 19, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from your office and filed as of this date, a notice of claim by Phillips Petroleum Company for petroleum products furnished to Jack Robinson, subcontractor to Warren Northwest, Inc., in the sum of \$4,555.30 against the bond taken from Warren Northwest, Inc., principal and Federal Insurance Co. of Holland, surety, which petroleum products were used in the performance of work on Oregon State Project: FAP-F-326(9), Namorf-Harper Junction Section, Central Oregon Highway, Malheur County, State Highway Contract No. 5597.

In the event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to above item Phillips Petroleum Company claims a reasonable sum as an Attorney's fee and all costs of said action.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Public Records Section

GS:FK
Enc.



NOTED
JAN 20 1961

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 18, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing, dated January 5, 1961, in the amount of \$4,555.30, received from Phillips Petroleum Company, P. O. Box 2123, Spokane, Wn., for petroleum products furnished to Jack Robinson, subcontractor to Warren Northwest, Inc.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

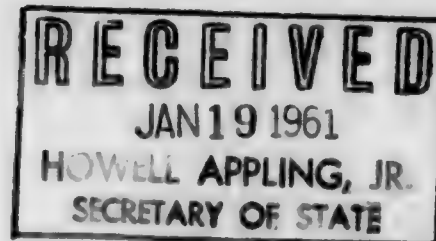
Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.



NOTICE OF CLAIM

TO: State of Oregon
Salem, Oregon

TO: Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

TO: Jack Robinson
E. 118 Thurston
Bend, Oregon

TO: Federal Insurance Co. of Holland
Bonding Department
320 California Street
San Francisco 4, California

NOTICE is hereby given that the undersigned, PHILLIPS PETROLEUM COMPANY, has a claim in the sum of FOUR THOUSAND FIVE HUNDRED FIFTY-FIVE AND 30/100 (\$4,555.30) DOLLARS against Warren Northwest, Inc., prime contractor, and against the bond taken from Federal Insurance Co. of Holland, for petroleum products furnished to Jack Robinson, as sub-contractor under said prime contractor, which petroleum products were used in the performance of work on Oregon State Project: FAP-F-326(9), Namorf-Harper Junction Section, Central Oregon Highway, Malheur County.

In the event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to above item undersigned claims a reasonable sum as an Attorney's fee, and all costs of said action.

#5597

PHILLIPS PETROLEUM COMPANY

By

R. E. King

Authorized Representative

521 E. Sprague
Spokane 10, Washington

File # 3758
FILED

JAN 19 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

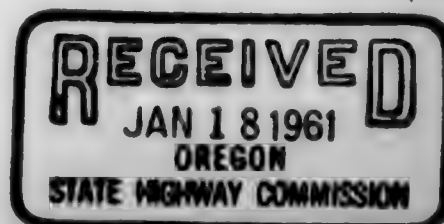
STATE OF WASHINGTON)

) ss

County of Spokane)

Subscribed and sworn to before me by R. E. King, as authorized representative of Phillips Petroleum Company, on behalf of said company, this 5th of January, 1961.

Wade M. Meyers
Notary Public for the State of Washington
Residing at Spokane, Washington



RECEIVED
JAN 20 1961

FOR FILING

F-326(9)
5597

January 19, 1961

Thompson & Perrine
Attorneys at Law
122 Oregon Avenue
Bend, Oregon

Attention: Mr. Wayne M. Thompson

Gentlemen:

This is in reply to your letter of January 17 requesting information concerning Warren Northwest, Inc. Contract #5597, in order to file a claim on behalf of your client, Southern Idaho Equipment Company, Boise, Idaho.

The surety on this contract is Federal Insurance Company through the agent, Ward Cook-Rodgers Insurance Co., Inc., 603 Panama Building, Portland.

This project was completed November 11, 1960, but has not yet been accepted by the Oregon State Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

*excerpts from law re filing of claims
attached*

WAYNE M. THOMPSON

CASH R. PERRINE

Thompson & Perrine

ATTORNEYS AT LAW

EVERGREEN 2-3736 - 122 OREGON AVENUE
BEND, OREGON

January 17, 1961

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

I represent the Southern Idaho Equipment Company, of Boise, Idaho. My client has a claim for materials, for which they have not been paid, against Jack Robinson, Contractor, Inc., one of the sub-contractors on the Oregon State Highway Namorf-Harper Junction Section of the Central Oregon Highway. This was a grading and paving job and Warren Northwest, Inc. of Portland, Oregon was the prime contractor. #5597

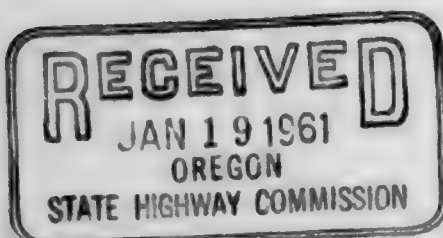
In order to facilitate making a claim for the amount due, the sum of \$959.00, would you please advise me as to the name of the bonding company for Warren Northwest on this job, and of the date of the acceptance of the job by the State.

Any other information you can give me to facilitate this matter will be greatly appreciated.

Yours truly,

THOMPSON & PERRINE
Wayne M. Thompson
WAYNE M. THOMPSON

WMT:s



RECEIVED
JAN 20 1961

FOR FILING

F-326(7)
5547

January 18, 1961

Phillips Petroleum Company
P. O. Box 2123
Spokane 10, Wn.

Gentlemen:

This is to acknowledge receipt of your claim of January 5, in the amount of \$4,555.30 for petroleum products furnished to Jack Robinson, subcontractor to Warren Northwest, Inc. From the description of your claim, this appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARL

dc



STATE OF
PHILLIPS PETROLEUM COMPANY
P. O. BOX 2123
SPOKANE 10, WASHINGTON

Jack Robinson Construction
E118 Thurston
Bend, Oregon

FAP F-326 (9)
ITEMIZED STATEMENT

IMPORTANT

TERMS NET-
MAKE ALL CHECKS PAYABLE TO
PHILLIPS PETROLEUM COMPANY

PLEASE RETURN TOP PART
OF THIS STATEMENT
WITH YOUR REMITTANCE

DATE	INVOICE NO.	CHARGES	CREDITS	BALANCE
Apr 21	905424	845.18	BAL. FOW'D	
Apr 25	47230	383.40		
Apr 4	45756	169.25		
Apr 6	93400	5.60		
Apr 14	93326	5.22		
Apr 13	93324	17.73		
Jun 16	14		400.00	
Jul 5	2		1023.68	
Jun 7	9011277	835.78		
Jun 5	97224	31.77		
Jun 6	93502	5.07		
May 24	47373	279.00		
May 10	47307	420.69		
Jun 23	47472	178.55		
Jun 3	47405	169.25		

ALL ACCOUNTS DUE AND PAYABLE PRIOR TO 10TH OF MONTH FOLLOWING PURCHASE:

FORM 207 3-58

PHILLIPS PETROLEUM COMPANY

STATEMENT

NAME Jack Robinson Construction

CONTINUATION SHEET NO. #2

DATE	INVOICE NO.	CHARGES	CREDITS	BALANCE
Jun 14	45867	62.10		
Jun 9	47420	297.54		
Jul 27	18640	454.60		
Jul 1	47496	223.20		
Jul 12	48092	51.05		
Jul 19	48018	205.02		
Jul 27	47954	16.02		
Jul 28	47961	201.60		
Aug 11	47510	266.91		
Aug 8	47987	216.45		
Aug 25	47544	287.15		
Sep 2	47582	201.60		
Sep 10	47624	112.59		
Sep 27	47702	90.66		
Nov 11	4		48.00	
Dec 21	21		6.00	4555.30

NOTICE OF CLAIM

TO: State of Oregon
Salem, Oregon

TO: Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

TO: Jack Robinson
E. 118 Thurston
Bend, Oregon

TO: Federal Insurance Co. of Holland
Bonding Department
320 California Street
San Francisco 4, California

NOTICE is hereby given that the undersigned, PHILLIPS PETROLEUM COMPANY, has a claim in the sum of FOUR THOUSAND FIVE HUNDRED FIFTY-FIVE AND 30/100 (\$4,555.30) DOLLARS against Warren Northwest, Inc., prime contractor, and against the bond taken from Federal Insurance Co. of Holland, for petroleum products furnished to Jack Robinson, as sub-contractor under said prime contractor, which petroleum products were used in the performance of work on Oregon State Project: FAP-F-326(9), Namorf-Harper Junction Section, Central Oregon Highway, Malheur County.

In the event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to above item undersigned claims a reasonable sum as an Attorney's fee, and all costs of said action.

#5597

PHILLIPS PETROLEUM COMPANY

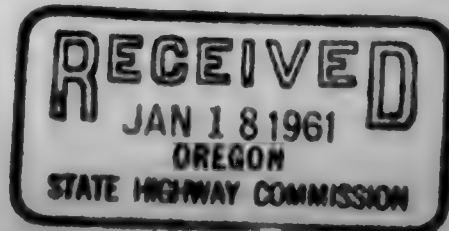
By R. E. King
Authorized Representative

521 E. Sprague
Spokane 10, Washington

STATE OF WASHINGTON)
County of Spokane) ss

Subscribed and sworn to before me by R. E. King, as authorized representative of Phillips Petroleum Company, on behalf of said company, this 5th of January, 1961.

Irada M. Meyers
Notary Public for the State of Washington
Residing at Spokane, Washington



RECEIVED
JAN 20 1961

FOR FILING

F-326 (9)
5597

January 18, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing, dated January 5, 1961, in the amount of \$4,555.30, received from Phillips Petroleum Company, P. O. Box 2123, Spokane, Wn., for petroleum products furnished to Jack Robinson, subcontractor to Warren Northwest, Inc.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD

dc

RECEIVED
JAN 20 1961

FOR FILING

F-326(9)
5597

January 18, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

A notice of claim, dated January 5, 1961, has been received from Phillips Petroleum Company, Spokane, Wn., advising that Jack Robinson, subcontractor, owes them \$4,555.30 for petroleum products furnished to him on the Warren Northwest, Inc. contract in Malheur County.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Federal Insurance Company
320 California St.
San Francisco 4, California
Attn: Robt. E. Wallace, Mgr.

NOTED ON CARD

[Signature]

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper
CWH:fp

RECEIVED
JAN 18 1961

FOR FILING

7-326(9)

5597

January 18, 1961

Crater Lake Machinery Co.
P. O. Box 31
Klamath Falls, Oregon

Gentlemen:

Our Legal Division has informed us that Jack Robinson, subcontractor of Warren Northwest, Inc., owes you (amount not known) in connection with State Highway Contract #5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

As requested, we are attaching excerpts from the Oregon Laws outlining the procedure in filing a claim.

For your information, this project was completed November 11, 1960, but has not yet been accepted by the State Highway Commission. The surety is the Federal Insurance Company, through Ward Cook-Rodgers Insurance Co., Inc., 603 Panama Building, Portland.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

Crater Lake Machinery Co. PO Box 315 Klamath Falls says

Jack Robinson sub. K. of

Warren Wash. Trac.

ones them
#

received FAP - F-326 (9) -

Control Oregon Hwy.

tel. to

Notice of Indebtedness who to
file w/ & how.

Palmer
put in Davis

1. Def Box re John Doe Page?

#5597

NOTED
C. W. HEAD

TCC-
1-17-61

From Legal Div.

Tel-call from
Crater Lake Mach-
requesting info-
how to file a claim

RECEIVED
JAN 16 1961

FOR FILING

7-221 (4)

5597

January 16, 1961

Yturri and O'Kief
Attorneys at Law
Yturri-Caldwell Building
Ontario, Oregon

Attention: Mr. James A. Cox

Gentlemen:

This is to acknowledge your letter of January 14 requesting information concerning the Warren Northwest, Inc. contract on Highway US26, west of Vale.

Warren Northwest, Inc., P. O. Box 5072, Portland, is the prime contractor. Our records indicate this to be State Highway Contract No. 5597 for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

The surety on this job is the Federal Insurance Company, and the agent is Ward Cook-Rodgers Insurance Co., Inc., 603 Panama Building, Portland.

This contract was awarded January 28, 1960, was completed November 11, 1960, but has not yet been accepted by the State Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

ANTHONY YTURRI
JOHN C. O'KIEF
JAMES A. COX

YTURRI AND O'KIEF
ATTORNEYS AT LAW
YTURRI-CALDWELL BUILDING
ONTARIO, OREGON

TELEPHONE
TUCKER 9-5366

January 14, 1961

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Will you please advise us of the following concerning the highway construction near Harper west of Vale done last summer and fall by Warren Northwest on Highway U.S. 26:

- (1) Is WARREN NORTHWEST, INC., the correct corporate name?
- (2) What is the name and address of the surety on the bond?
- (3) On what date was the work accepted?
- (4) What was the date of the contract, and a brief description of the work included therein?

I hope you will be able to furnish the foregoing information without the necessity of furnishing an affidavit by us. We represent the assignee of a party who supplied equipment and other materials and services to Jack Robinson Contractor, Inc., one of Warren Northwest's subcontractors. The unpaid (and undisputed) claims total \$2770.45 plus interest.

We await your early reply, and thank you in advance for your cooperation.

Very truly yours,

YTURRI & O'KIEF

By *James A. Cox*

JAC:j
cc: Warren Northwest, Inc.
9860 N.E. Hancock Dr.
Portland, Oregon

Jack Robinson Contractor, Inc.
118 East Thurston
Bend, Oregon

Cec, please reply
76



NOTED
C. W. HEAD

RECEIVED

JAN 16 1961

FOR FILING

7-326 (9)

5597

January 13, 1961

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt
Manager

Gentlemen:

Thank you for your letter of January 11 informing us that your lien against the Namorf-Harper Junction Section Contract No. 5597 has been satisfied. Our records indicate that this is in connection with Warren Northwest, Inc. Contract No. 5597 for grading and paving the Namorf-Harper Junction Section of the Central Oregon Highway in Malheur County.

This information will be noted in our records and we will inform the surety and the contractor regarding its receipt.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

[Signature]

AFFILIATED WITH *Rocky Mountain* MACHINERY CO.



G-K Machinery Company

5200 FEDERAL WAY • P. O. Box 2604 • BOISE, IDAHO
Phone 4-5593

January 11, 1961

Mr. Floyd Query
Secretary Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

We recently registered a lien against the
Namorf-Harper Junction Section road building contract
#5597.

This lien has now been satisfied and this is
your authority to release this lien.

Yours very truly,

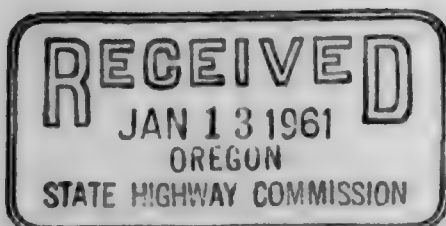
G-K MACHINERY COMPANY

R. L. PRATT, MANAGER

RLP/or

cc: Warren Northwest
Jack Robinson

*cc. please reply
76*



RECEIVED
JAN 16 1961

FOR FILING

4-326(9)

5597

January 13, 1961

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

A letter dated January 11 has been received from G-K Machinery Company, Boise, Idaho, informing us that the lien which they had registered against the Namorf-Harper Jct. Contract No. 5597 has now been satisfied.

This appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., for grading and paving the Namorf-Harper Jct. Section on the Central Oregon Highway in Malheur County. We wrote you regarding this claim on January 9..

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Federal Insurance Company
320 California St.
San Francisco 4, Calif.
Attn: Robt. E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

la

RECEIVED
JAN 10 1961

FOR FILING

7-326(9)
5597

January 9, 1961

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: R. L. Pratt, Manager

Gentlemen:

This is to acknowledge your letter of January 6 stating that Jack Robinson Contractor, Inc., sub-contractor, owe you \$5,829.30 for materials, supplies, and rentals furnished on the Namorf-Harper Junction Section project. Our records indicate this to be State Highway Contract 5597, Warren Northwest, Inc., prime contractor, grading-paving the Namorf-Harper Junction Section on the Central Oregon Highway in Malheur County. This contract was completed November 11, 1960, but has not yet been accepted by the Highway Commission.

The Federal Insurance Company, through Ward Cook-Rodgers Insurance Company, Inc., 603 Panama Building, Portland, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims, but looks to the prime contractor and surety for such payment.

If you wish to protect your claim under the bond it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Att:

CWH:rj

NOTED ON CARD

AC

January 9, 1961

Federal Insurance Company
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

A letter has been received from G-M Machinery Company, Boise, Idaho, advising that Jack Robinson Contractor, Inc., subcontractor, owe them \$5,629.30 for materials, supplies, and rentals furnished on Contract No. 5597.

This appears to be in connection with the Warren Northwest, Inc., Contract 5597, grading-paving the Mamori-Harper Junction Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

cc: Ward Cook-Rodgers Insurance Co. Inc., Portland
Warren Northwest, Inc., Portland

Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD

dc

AFFILIATED WITH *Rocky Mountain* MACHINERY CO.



G-K Machinery Company

5200 FEDERAL WAY • P. O. Box 2604 • BOISE, IDAHO
Phone 4-5593

January 6, 1961

Mr. Floyd Query
Secretary Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

This is to inform you that we have not been paid for materials, supplies, and rentals on the Namorf-Harper Junction Section road building contract #5597.

We wish to register a lien against this contract in the amount of \$5,829.30. Warren Northwest is the prime contractor with Jack Robinson contractor, Inc. as sub-contractor.

We wish to file the above lien against the estimate due on this contract.

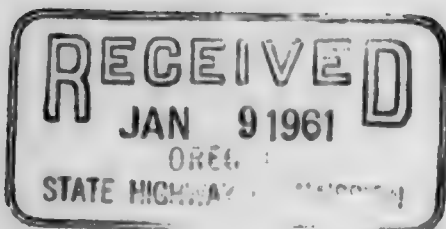
Yours very truly,

G-K MACHINERY COMPANY

R. L. Pratt, Manager

RLP/or

cc: Warren Northwest
Jack Robinson Contractor, Inc.



1-9-61
Completed Nov. 11, 1960
Not yet accepted

NOTED
FLOYD QUERY

F-326(9)

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

FINAL REPORTFor Week Ending December 23, 1960Section Namorf-HarperKind of work Grading & PavingHighway Central Oregon County MalheurSection prefix 23-1089Contractor Warren Northwest, Inc.Contract number 5597Date of contract January 28, 1960Specified work days 145Date work started February 29, 1960Work days used 170

Project authorization \$528,782.63

Per cent of time elapsed 117.2 %

Exclusive of engineering \$491,180.31

Estimated cost of completed project, exclusive of engineering \$493,396

Estimated per cent overrun ~~on contract~~ 0.45 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization \$37,602.32

Engineering cost to date \$45,665.23, 121.4 % Date project was completed November 11, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Final estimate was completed and submitted Tuesday this week.

NOTED

NOTED
 FORREST COOPER

M. N. Judd

Signed

E. S. Thompson, Res. Engineer

Address

P. O. Box 402, Ontario, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	8.49	8.49		8.49	8.49
Miles partially completed					
Miles completed	8.49	8.49		8.49	8.49
Total estimated quantities (contract)	158,000	83,000		174	24,694
Total quantities corrected to date	175,765	86,370		160	22,526
Estimated quantities moved or placed to date	175,765	86,370		160	22,526
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
DEC 19 1960

FOR FILING

1 376 (9)
5597

December 16, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on
November 11, 1960, on Contract No. 5597, Namorf-Harper Section,
in Malheur County, in connection with Federal Aid Project No.
F-326(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

RECEIVED
DEC 14 1960

FOR FILING

7-37619
5577

December 13, 1960

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

It is the intention of the State Highway Commission to release to Warren Northwest, Inc., a portion of the funds heretofore retained by the Commission on contract #5597 for grading-paving the Hamorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

This payment, in the amount of \$15,245.87, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$14,152.23. The present payment will be released on or after December 23, 1960.

You have been previously notified that claims have been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: Federal Insurance Co.,
Tard Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Warren Northwest, Inc.,
P. O. Box 5072
Portland
Oregon

RECEIVED
NOV 28 1960

FOR FILING

11-28-60 (9)
5597

November 25, 1960

Federal Insurance Company
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim in the amount of \$3,534.42 which has been filed with the Secretary of State by Boise Cascade Concrete Company for ready-mix concrete furnished to Oregon Foundations, subcontractor of Warren Northwest, Inc. This appears to be in connection with State Highway Contract 5597, Warren Northwest, Inc., prime contractor, grading-paving the Namorf-Harper Junction Section on Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

cc: Ward Cook-Rodgers Insurance Co., Inc., Portland
Warren Northwest, Inc., Portland

Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD

cc

November 25, 1960

Mr. Harold Henigson, Attorney
106 Main Street
Nyssa, Oregon

Attention: Mr. Gene Stunz

Dear Sir:

This is to acknowledge your letter dated November 10, received in this office on November 21. The claim of Boise Cascade Concrete Company was attached which stated that Oregon Foundations owe them for ready-mix concrete in amount of \$3,534.42. This appears to be in connection with State Highway Contract 5597 in which Warren Northwest, Inc. are the prime contractors, grading-paving the Namorf-Harper Junction Section on Central Oregon Highway in Malheur County.

We have received notification from the Secretary of State's office that this claim was filed in that office on November 21, which claim has been given file number 3731.

This claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

NOTED ON CARD

cc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

November 21, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Gene Stutz, c/o Harold Henington, Attorney at Law, 109 Main Street, Nyssa, Oregon and filed as of this date, a notice of claim by Boise Cascade Concrete Company, an Idaho corporation, which is licensed by the Corporation Commissioner of the State of Oregon to do business in the State of Oregon, for ready-mix concrete delivered to Oregon Foundations, a sub-contractor of Warren Northwest, Inc., in the sum of \$3,534.42 against the bond taken from Warren Northwest, Inc., principal and Federal Insurance Company, surety, for the work of grading and paving the Natorf-Harper Junction Section of the Central Oregon Highway in Malheur County. State Highway Contract No. 5597.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

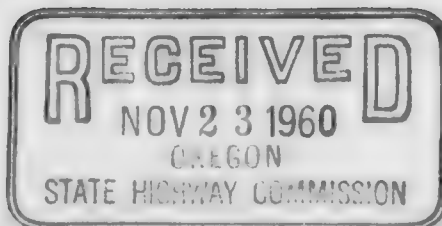
HOWELL APPLING, JR.
Secretary of State

By

Geo. Stephens

Public Records Section

GS:FK
Enc.



—
GENE STUNZ

HAROLD HENIGSON

ATTORNEY AT LAW

106 MAIN STREET

NYSSA, OREGON

FRANKLIN 2-2996

November 10, 1960



State of Oregon
State Highway Department
Salem, Oregon

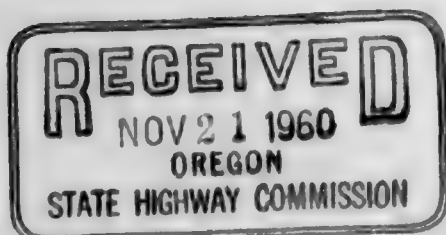
Gentlemen:

I am enclosing herewith a copy of the Notice of Claim of Boise Cascade Concrete Company the original of which has been filed with the Secretary of State in accordance with provisions of ORS 279.528.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Gene Stunz".

GS:dm
Enc.



TO THE SECRETARY OF STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, Boise Cascade Concrete Company, an Idaho corporation, which is licensed by the Corporation Commissioner of the State of Oregon to do business in the State of Oregon, has a claim for ready-mix concrete delivered to Oregon Foundations, a sub-contractor of Warren Northwest, Inc., in the sum of Three thousand five hundred thirty-four and 42/100 (\$3,534.42) Dollars against the bond taken from Warren Northwest, Inc., as principal and Federal Insurance Company, as surety, for the work of grading and paving the Namorf-Harper Junction Section of the Central Oregon highway in Malheur County, in accordance with the provisions of the State of Oregon Highway Department Contract No. 5597.

BOISE CASCADE CONCRETE COMPANY

By Gilbert C. Nichol
Manager of the Ontario, Oregon,
Branch.

Subscribed and sworn to before me this 18th day of November, 1960.

Dore Atkinson
Notary Public for Oregon

My Commission Expires 2/8/64

RECEIVED
NOV 21 1960

FOR FILING

7-226(9)
5597

Salon, Oregon
November 18, 1960

Mr. C. G. Swanson
County and City Relations Engineer
OFFICE

This is to advise you that work was completed on
November 11, 1960, on Contract No. 5597, Munro-Harper Section
in Malheur County, in connection with Federal Aid Project No.
P-326(9).

R. L. Porter
Office Engineer

RECEIVED
OCT 11 1960

FOR FILING

7-326 (9)
5597

October 13, 1960

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$151.60 which has been filed with the Secretary of State by A. A. Hynds for automobile damage incurred while traveling over and through a controlled section of Highway 20, west of Vale, on September 7, 1960.

This appears to be in connection with Warren Northwest, Inc., Contract No. 3597 for grading and paving the Hamorf-Harper Jet. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Federal Insurance Company
320 California St.
San Francisco 4, California
Attn: Robert E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

cc

CWH:fp



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

October 6, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from A. A. Hynds, 3308--82nd Avenue, Oakland 8, California and filed as of this date, a notice of claim by same for damage to automobile incurred while traveling over and through a controlled section of Highway 20, west of Vale, Oregon, on September 7, 1960 in the sum of \$151.68 against the bond taken from Warren Northwest, Inc., the prime contractor and Jack Robinson, Inc., the sub-contractor. State Highway Contract No. 5597.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Geo C Stephens

Public Records Section

GS:FK
Enc.

NOTED
C. W. HEAD

TO
The Secretary of State, State of Oregon,
State Highway Department, State of Oregon.

Notice hereby is given that the undersigned, A. A. Hynds, has a claim for damage to automobile incurred while traveling over and through a controlled section of Highway 20, west of Vale, Oregon, on September 7, 1960, in the sum of \$158.68 against the bond taken from Warren Northwest, Inc., the prime contractor on Contract No. 5597 and Jack Robinson, Inc., the sub-contractor on same contract.

On the date above mentioned the claimant was driving his personally owned automobile on Highway 20, about 25 miles west of Vale, Oregon, when he entered a controlled section of Highway 20 under construction. Near the western end of the construction project the claimant with others was stopped by a flagmen on the highway and after a delay of some 20 minutes was given a signal to proceed through the construction project and while so doing at a speed of from 3 to 5 miles per hour his car dropped into a hole in the fill under construction. The car dropped so deep that the framework dragged on the rocks. Shortly after getting out of the hole and away from the construction project the claimant found that he had two flat tires on the right side of the car and a dent and scratch in the panel of the right front door. Later inspection revealed that the right rear resonator and tail pipe were broken and the rear bumper and the rear quarter panel were bent and twisted.

Claimant was not able to return to construction zone on account of the condition of his tires. After using the spare tire to replace the right rear tire which was completely ruined and through the cour-

-2-

AAHYNDS

tesy of a passing truck driver who had a compressor on his truck the claimant was able to inflate the right front tire to enable him to reach Juntura, for another inflation, and then to Burns, Oregon, which was the first place he was able to replace the damaged tires. (The tires involved were Goodyear Double Eagle, six ply with steel blow-out shields hence the ability to use the front tire as far as Burns under greatly reduced speed.)

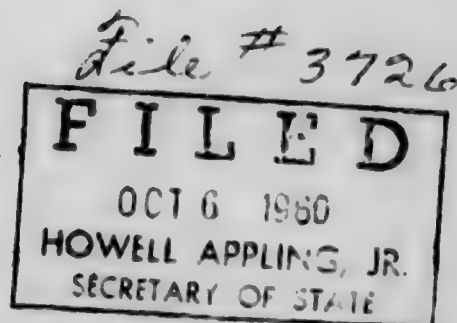
The repairs to car door, quarter panel and resonator were made at Oakland, California because there was no time en route between Burns, Oregon and Oakland, California to allow such work to be done.

Itemized bills covering tires and other work are attached.

Respectfully yours, -

A. A. Hynds

A. A. HYNDS
3308 - 82nd AVENUE
OAKLAND 8, CALIF.



RECEIVED
OCT 1 1960

FOR FILING

1-376 (9)
5597

October 11, 1960

Herd Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Attention:

A letter, dated October 6, has been received from Harold Hennigsen, attorney at law, Nyssa, on behalf of Boise Cascade Concrete Company, stating that Oregon Foundations Concrete, subcontractor of Warren Northwest, Inc., owe them an amount of \$3,534.42 for ready-mix concrete in connection with the Warren Northwest, Inc. contract in Malheur County. This appears to be in connection with State Highway Contract No. 3597 for grading and paving the Hamorf-Harper Jet. Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Federal Insurance Company
320 California St.
San Francisco, 4, Calif.
Attn: Robt. E. Wallace, Manager

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

NOTED ON CARD

cc

Commissioners
W. C. Williams
Forrest Cosper

CWH:fp

RECEIVED
OCT 11 1960

FOR FILING
1-226 (7)
5597

October 11, 1960

Mr. Harold Henigson
Attorney at Law
106 Main Street
Nyssa, Oregon

Attention: Mr. Gene Stunz

Dear Sir:

This is to acknowledge your letter of October 6, on behalf of your client, Boise Cascade Concrete Company, stating that Oregon Foundations Concrete, subcontractor of Warren Northwest, Inc., owes them an amount of \$3,534.42 for ready-mix concrete. From the description in your letter, this appears to be the Warren Northwest, Inc. Contract No. 5597 for grading and paving the Namorf-Harper Jc t. Section of the Central Oregon Highway in Malheur County.

Our Construction Division informs us that this project is approximately 63 percent complete. The Federal Insurance Company, through Ward Cook-Rodgers Insurance Agency, 603 Panama Building, Portland, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

If your client wishes to protect the claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. You are no doubt familiar with the procedure for filing of claims. However, for your ready reference we are attaching excerpts from the Oregon laws outlining the filing procedure.

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

cc

Enc.
CWH:fp

—
GENE STUNZ

HAROLD HENIGSON

ATTORNEY AT LAW

106 MAIN STREET

NYSSA, OREGON

FRANKLIN 2-2996

October 6, 1960

5597

State Highway Commission
Salem, Oregon

Gentlemen:

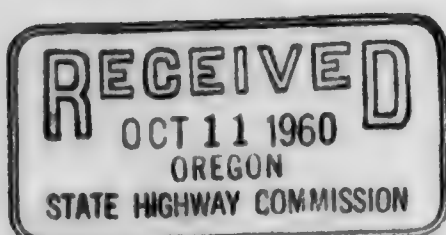
We represent Boise Cascade Concrete Company which, through its office in Ontario, Oregon, supplied ready-mix concrete to Oregon Foundations Concrete, a sub-contractor of Warren Northwest, Inc., on the latter's Harper highway construction job. Oregon Foundations Concrete has failed to pay the amount of \$3,534.42, which is presently due, for the concrete so delivered.

It is our intention to use all of the legal means available to collect this account including proceeding against the prime contractor's bond. However, before doing so, we thought it advisable to inform your office of the situation. We will appreciate any assistance which you may be able to give us in collecting this account.

Very truly yours,

Gene Stunz

GS:dm
Certified Mail



NOTED
C. W. HEAD

RECEIVED
SEP 26 1960

FOR FILING

1-326 (4)
5597

September 23, 1960

Ward Cook-Rodgers Insurance Agency, Inc.
603 Panama Building
Portland, Oregon

Gentlemen:

Attached is a copy of a letter received from Mr. A. A. Hynds, 3308 - 82nd Ave., Oakland, Calif., requesting compensation for actual damages to tires and vehicle (no amount stated), which occurred on State Highway 20, approximately 25 miles west of Vale.

From Mr. Hynds' letter, this appears to be in connection with State Highway Contract No. 5597 with Warren Northwest, Inc., prime contractor, for grading and paving the Hamer-Harper Junction Section of the Central Oregon Highway in Malheur County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CCI
Federal Insurance Company
320 California St.
San Francisco 4, California
Attn: Mr. Robert E. Wallace, Mgr.

Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

NOTED ON CARL

dc

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

3308 82nd Avenue,
Oakland 5, California.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

3517
1970-09-09
On September 9, 1960 I was traveling on Highway 20 about 25 miles west of Vale, Oregon, when I entered a construction zone under control of a flagman. At a point near the west end of construction project my car and several others were stopped and held by a flagman while two Euclid Cats moved rock and soil from the hillside to a fill on the south bank of the Malheur River where they were dumped and partially smoothed over by a blade cat. Upon signal of permission from the flagman we moved over the part of fill under construction at a speed of between 3 and 5 miles per hour. Part way over this fill my car dropped into a hole so deep that the framework dragged on the rocks. Shortly after getting out of the hole and away from point of construction I found that I had two flat tires on the right side of my car and a deep scratch on the right front door plainly showing having been in contact with a rock, evidently made when the car dropped into the hole.

The right rear tire was entirely ruined and was replaced by the spare; the right front tire was punctured in the outer portion but the inner portion still held air. (I might explain that I use Captive-Air Tires consisting of two air chambers.) I was able to proceed at a reduced speed to Juntura where I inflated the inner portion of the front tire and was thus able to reach Burns where I purchased two new tires in place of those damaged at the point of construction.

Because of the condition of my tires I was not able to return to the point of construction but from a truck driver for the Warren N.W. Contractors I learned that the name of the sub-contractor was Jack Rob-

- 2 -

inson. I did not learn the name of the flagman.

Inasmuch as the passage through the construction zone was controlled and I complied with all signals given, to stop and to proceed, it appears that the contractor should be responsible and required to provide reasonably safe passage through the work.

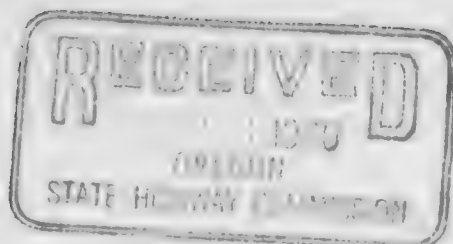
I do not seek punitive damages but merely request that I be compensated for actual damage to tires and the car and I shall greatly appreciate it if you will furnish me with your proper forms to make a claim if you have such forms or advise me what proper steps to take to recover the amount of my damage.

For verification of tire damage I can refer you to the H & H Tire Company of Burns, Oregon where I bought the new tires. The owner there will no doubt recall the condition of the old ones. The repairs to door have not yet been completed and I cannot at this time state the cost.

I thank you for your attention to this matter and for an early reply.

Respectfully yours,

A. A. Hynds
A. A. Hynds.



RECEIVED
SEP 23 1960

FOR FILING

7 - 326 (9)
5597

September 23, 1960

Mr. A. A. Hynds
3308 - 82nd Ave.
Oakland 5, California

Re: Contract No. 5597
Warren Northwest, Inc.
P. O. Box 5072
Portland, Oregon

Dear Sir:

This is to acknowledge receipt of your recent letter requesting compensation for the actual damage to your tires and vehicle, which occurred on September 9, 1960, while traveling on State Highway 20, about 25 miles west of Vale.

You stated in your letter that this damage occurred at a point near the west end of a construction project. Our records indicate this project to be State Highway Contract No. 5597 with Warren Northwest, Inc., prime contractor, for grading and paving the Namorf-Harper Jct. Section of the Central Oregon Highway in Malheur County.

Our Construction Division informs us that this contract is approximately 47 percent complete at this time. The Federal Insurance Company, through Ward Cook-Rodgers Insurance Agency, 603 Panama Building, Portland, Oregon, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim under the bond, it should be filed with the Secretary of State, Salem, Oregon, within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from our Oregon Laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

*Contractors
Lodi Ins. Co.*

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

Secretary

NOTED ON CARL

de

RECEIVED
JUL 27 1960

FOR FILING

F-326(9)

5597 Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 27, 1960

C. G. Polk, Division Engineer
08-35.4-BA Salem, Oregon

Oregon Project F-326(9)
Hamorf-Harper Section of Central Oregon Highway
Order for State Force Work No. 3
Seeding and mulching
Estimated Cost \$500
Federal Participation \$300

Reference is made to your letter dated July 20, 1960 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PFM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Porter

NOTED

FOR FILING

RECEIVED
JUL 21 1960

FOR FILING

F-326(9)
5597

July 20, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 3, Account No. 224-238, covering seeding and mulching on the Harvif-Harper Section of the Central Oregon Highway in Malheur County, Contract No. 5597, in connection with Federal Aid Project No. F-326(9).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PFM 21-6.3 is requested.

The total estimated amount of the order is \$500, with Federal participation of \$300.

This work has been verbally approved by the BPR Area Engineer.

Very truly yours,

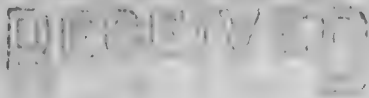
W. C. Williams
State Highway Engineer

By

S. L. Porter
Office Engineer

DEP:sw

Enc.



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem Office

April 8, 1960

7-326 (9)

5597 To:

Earl Saling
Right of Way Office Manager
Office

SUBJECT:

File No. R-28790
OWRR & N Co.
Tunnel-Namorf Section
Central Oregon Highway

Herewith I hand you the above titled file to which there is attached original copy of agreement between Oregon-Washington Railroad and Navigation Company, Union Pacific Railroad Company, Lessee; the State Highway Commission; and Malheur County relative to encroachments on the above titled project. The file includes multilithed copies of the agreement. After processing by you, please return the executed copy to Mr. Floyd Query for his files.

It should be noted that a consideration of \$50.00 is to be paid.

Distribution of copies of the instrument have been made as indicated below.

J. W. DeSOUZA
Assistant CounselJWD:ks
att.cc: Floyd Query
G. S. Parson - with agreement
Tom Edwards - " "
R. L. Porter - " "
A. F. Parson - " "NOTED
FLOYD QUERYFiled

RECEIVED
MAR 29 1960

FOR FILING

F-326(9)

5597

March 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering directional signing on the Hancock-Harper section of the Central Oregon Highway in Walheur County, Contract No. 5597, in connection with Federal Aid Project No. F-326(9).

This work is necessary for the direction and guidance of traffic during construction. It does not include warning signs, lights and barricades required of the contractor for the safety of traffic and workmen.

This work has been verbally approved by the SPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
ENC.

RECEIVED
MAR 27 1960

FOR FILING

5-326(9)

5597

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
La Grande, Oregon

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 24, 1960

SUBJECT: Namorf-Harper Section
Central Oregon Highway

You recently advised this office that a representative of the Harper South Side Canal Company had contacted Resident Engineer Thompson concerning the size of an irrigation canal crossing near Station 71+18 on this section. Our plans call for extending the 36-inch pipe in place.

We have checked through the right of way files and have ascertained that this pipe was installed originally by the State Highway Department in 1931 on the Tunnel-Harper Section. The resident engineer on the project was E. G. Bickmore. The right of way was purchased by Malheur County previous to that time and deeded to the State Highway Department by resolution. The irrigation ditch was already in existence prior to our crossing and no permit was executed to cover the work.

Since the right of way was purchased by the County, a check of their records is indicated to ascertain whether or not any provision or permit was included with the transaction. The original easement was apparently to the P.S.L. Irrigation Ditch Company.

Since the canal was in existence prior to the acquisition of the right of way for the highway, it appears that the State Highway Department will probably be obligated to install the larger pipe requested by the ditch company. If this is the case, we should execute a permit or an agreement to cover the new installation. Such an instrument should contain language which makes the cost of any further enlargement of the pipe the responsibility of the irrigation company if said enlargement is made solely for their benefit.

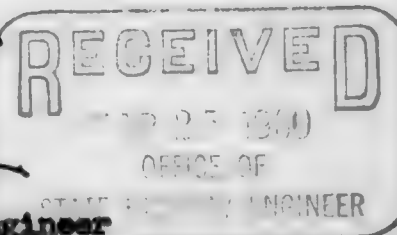
In the event that you ascertain that this is our obligation, please submit a Price Agreement to cover the installation.

FBK:fp
cc Forrest Cooper
Walter T. Wright

Tom Edwards
Construction Engineer

By

F. B. Klaboe
Field Construction Engineer



NOTED
FORREST COOPER

RECEIVED
MAR 16 1960

FOR FILING

T 226(9)
5577

March 16, 1960

1607

Mr. R. E. King
Division Credit Manager
Phillips Petroleum Company
Post Office Box 2123
Spokane 10, Washington

Dear Sir:

This is in reply to your inquiry of March 11.
I will answer your numbered questions as follows:

- (1) Warren Northwest, Inc., Post Office Box 5072, Portland, Oregon, is the prime contractor.
- (2) The bonding company is the Federal Insurance Co. of Holland, Bonding Department, 320 California Street, San Francisco 4, California. Amount of bond is \$463,629.
- (3) The complete project name is Manorff-Harper Junction Section, Central Oregon Highway, Malheur County, F.A.P. F-326(9), Contract No. 5597.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc Mr. W. C. Williams
Mr. R. L. Porter

RLP:bb fn

PLEASE RETURN TO
FORREST COOPER

PHILLIPS PETROLEUM COMPANY

SPOKANE ID, WASHINGTON

SALES DEPARTMENT

March 11, 1960

P. O. BOX 2123
PHONE: MADISON 4-9251

State Highway Department
State of Oregon
Salem, Oregon

Attn: Mr. Forrest Cooper, Deputy

Re: Warren Northwest, Inc.
Portland, Oregon
Oregon State Highway Job
Project No. FAP #F-326 (9)

Gentlemen:

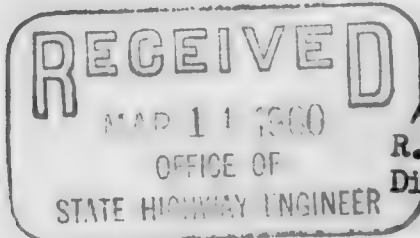
We are supplying petroleum products on the above contractor, to be used in the performance of work on the above numbered state project, and will appreciate your placing this letter on file and advising us when this project is completed and formally accepted by your Department.

It will also be appreciated if you will furnish us with the following information:

1. Is Warren Northwest, Inc. the prime contractor? If not, the name and address of the prime contractor.
2. Name and address of the bonding company supplying payment bond on this project, and amount of bond.
3. Is above project number correct and/or complete?

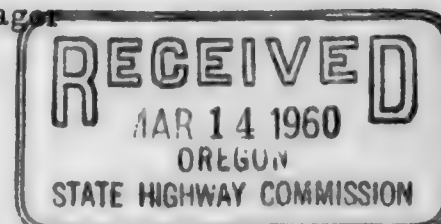
A self addressed stamped envelope is enclosed for your convenience in replying. Thanking you for your early advice.

Yours very truly,



King
R. E. King
Division Credit Manager

REK:fbs
Encl.



It's Performance That Counts
FLITE FUEL — TROP-ARTIC

RECEIVED
MAR 3 1960

FOR FILING

F 326(9)
5597

March 2, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on February 29, 1960, on Contract No. 5597, Namorf-Harper Junction Section, in Malheur County, in connection with Federal Aid Project No. F-326(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

RECEIVED
EB 25 1960

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM
5377



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 25, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Warren Northwest, Inc.,
P. O. Box 5072
Portland
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5597, awarded January 28, 1960, for grading-paving the Namorf-Harper Jet. Section of the Central Oregon Highway in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

de
Encl.

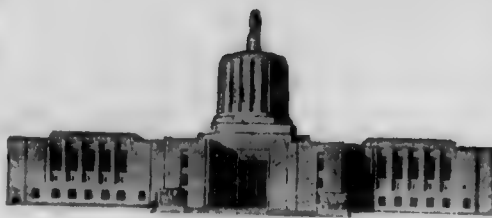
Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
1960

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS

February 19, 1960

Mr. J. R. Wininger
President
Warrent Northwest, Inc.
P. O. Box 5072
Portland 13, Oregon

Namorf-Harper Section
Central Oregon Highway
Contract No. 5597

Dear Mr. Wininger:

This office is in receipt of a proposed subcontract between yourselves and Jack Robinson in which Jack Robinson is to perform those items of work 1 through 27. This subcontract is being approved by this office with some misgivings in light of Mr. Robinson's past performance. It is also approved with certain reservations in mind which I wish to point out to you at this time.

In the event that the progress of the work being performed by Robinson is not kept up to a satisfactory schedule for the completion of this work within the time limit and his care of and provision for traffic is not satisfactory, we will feel it necessary to cancel the said subcontract. As a matter of fact, careful watch will be kept on all phases of Mr. Robinson's activities to insure compliance with the specifications and work progress and your representative on the job will be kept advised regarding the same.

Very truly yours,

W. C. Williams
State Highway Engineer

By

L. H. Young
Assistant Construction Engineer

LHY:fp

cc W. C. Williams
A. F. Parson

RECEIVED
FEB 18 1960

FOR FILING

T 326 2
5597

February 17, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Hamorf-Harper Section of the Central Oregon Highway in Malheur County, Contract No. 5597, in connection with Federal Aid Project No. F-326(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:cr

RECEIVED
FEB 18 1960

FOR FILING

When replying, refer to:
08-35.5

5517

408 State Highway Bldg.
Salem, Oregon

February 16, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: R. L. Porter

Re: Namorf-Harper Section
Central Oregon Highway
Malheur County
Project No. F-326(9)

Dear Sir:

Reference is made to your letter of February 9, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated January 15, 1960, and February 2, 1960, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work is granted as of February 9, 1960. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

*Original
Porter*

RECEIVED
FEB - 9 1960

FOR FILING

F 326(9)
5597

February 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Hamerf-Harper Section
Central Oregon Highway
Malheur County
Project No. F-326(9)

Dear Sir:

Herewith are the following data in connection with adjusting the power line of the Idaho Power Company on the above noted project, State Contract No. 5597:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the company for adjusting a portion of its line.
2. Two copies of the Company's estimate for the adjustment.
3. Two copies of the sketch prepared by the Company covering the adjustments.

Your approval of the agreement as evidenced by the exchange of letters and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sm

RECEIVED
JAN 20 1960

FOR FILING

F-226(9)
5597

January 23, 1960

Warren Northwest, Inc.
P. O. Box 9072
Portland 13, Oregon

Gentlemen:

The State Highway Commission on January 23, 1960 awarded to you State Highway Contract No. 5597 for grading and paving on the Namorf-Harper Junction Section of the Central Oregon Highway in Malheur County.

This award was based on your bid of \$463,629 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

RECEIVED

FOR FILING

F-326(9)

When replying, refer to:
08-35.1

5597

408 State Highway Bldg.
Salem, Oregon

January 28, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5597 for Oregon Project F-326(9), Namorf-Harper Jct. Section of the Central Oregon Highway, to Warren Northwest, Inc., of Portland, Oregon, low bidder in the amount of \$463,629.00, at the January 21, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

*orig
Porter*

NOTED
FEB 2 1960

RECEIVED
JAN 10 1960

FOR FILING

F-326(9)

When replying, refer to
08-35.4

5597

408 State Highway Building
Salem, Oregon

January 5, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for
Oregon Project F-326(9), Namorf-Harper Junction of the
Central Oregon Highway.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notifi-
cation that all rights-of-way or rights-of-entry have been
acquired.

Very truly yours,

C. G. Polk
Division Engineer

Polk

RECEIVED
JAN 10 1960

RECEIVED
JUL - 2 1959

FOR FILING

F-226(9)
5597

Salem, Oregon
July 1, 1959

BPR authorization to proceed
with acquisition of rights
of way.

Mr. W. T. Wright
Right of Way Engineer
OFFICE

As of June 22, 1959, we have authorization of the Bureau of
Public Roads to proceed with the acquisition of rights of way for the
below described project:

Nemoff-Harper Jct. Section, Prefix 23-2505,
and the Juntura-Horseshoe Bend Section,
Prefix 23-2506, both on the Central Oregon
Highway in Malheur County.

R. L. Porter
Office Engineer

RIP:mfh

RECEIVED
FEB 24 1959

FOR FILING

T 326(9)
5597

February 24, 1959

Oregon State Highway Commission

Enclosure

We have completed our survey of the Hamerf-Harper Junction Section of the Central Oregon Highway in Malheur County. This is a grading and paving project, with structures, consisting of 8.50 miles and is presently scheduled for August or later letting. This project is on the 1961 Federal Aid Program approved by you on December 12, 1958.

I recommend that you approve the survey and grant authority for the acquisition of the necessary rights of way. The details of the survey are shown on the attached map.

This matter will be on the agenda for your consideration at the March 5-6 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

Enclosure

FC:fn:ae

cc to: Mr. Tom Edwards
Mr. Walter T. Wright

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 17, 1959

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

SUBJECT:

Survey Approval Maps
Namorf-Harper Jct. Section
Central Oregon Highway

Attached are eleven prints of the above named survey approval map for submission to the Commission.

This is presently scheduled for August or later letting and is to be financed out of 1961 funds.

Tom Edwards
Construction Engineer

By

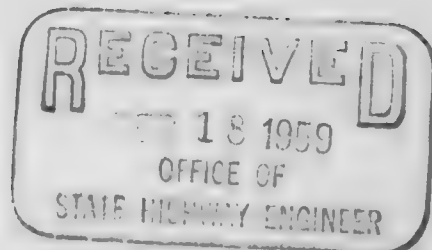
D. J. Barber

D. J. Barber
Assistant Construction Engineer

DJB:law

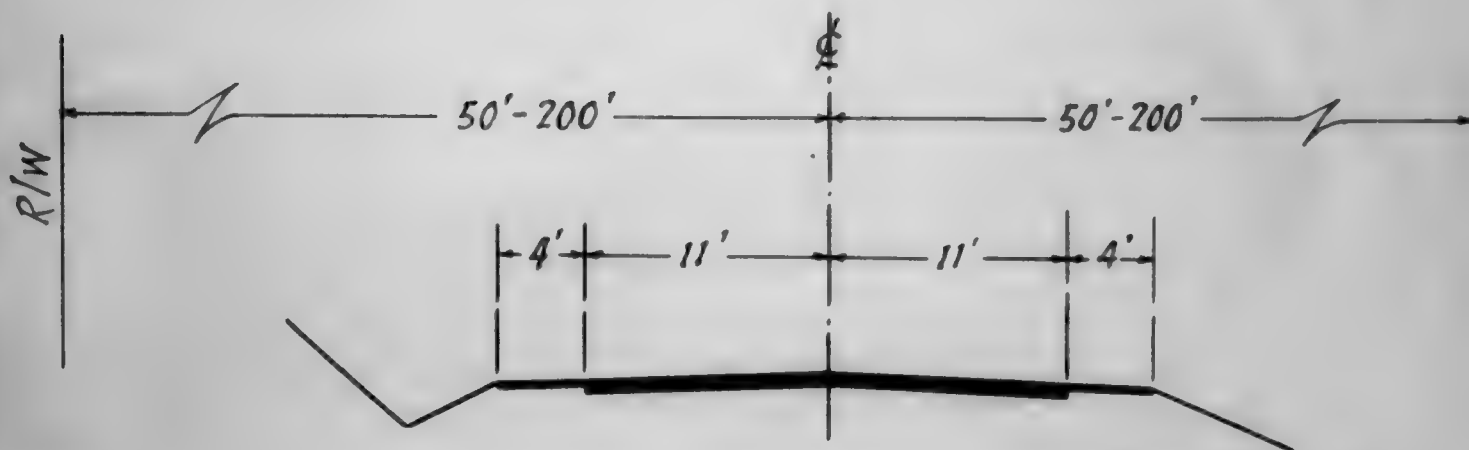
Attachments

Length = 8.50 Miles.





TYPICAL SECTION



APPROVED
[Signature]
 DEPUTY STATE HIGHWAY ENGINEER
 Date February 20, 1959

For details



OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

NAMORF - HARPER JCT. SECTION

CENTRAL OREGON HIGHWAY

MALHEUR COUNTY

Scale: 1" = 1 Mi.

Feb., 1959

DRG. NO. 1R-5-1251

For detail see Drq. No. 8B-12-20 & 8B-12-21 Feb., 1959

APPROVED

DEPUTY STATE HIGHWAY ENGINEER

Feb. 20, 1959

50'-200'

4'

RECEIVED
MAR 13 1959

FOR FILING

T-326(9)
5597

Salem, Oregon
February 16, 1959

Mr. W. T. Wright
Right of Way Engineer
Office

The following prefix is assigned in advance of BPR
authorization to begin acquisition of rights of way:

Namorf-Harper Section of the Central Oregon
Highway in Malheur County. Stations 108 to
375. Maps 8B-12-20 and 8B-12-21. Prefix
23-2505.

The taking of deeds and filing of condemnation
suits should not begin until Bureau approval is received.

S. H. Probert
Office Engineer

SHP:bb

I-5-5(13)250 Salem By-Pass Sec. of 1960
#5598 Pacific Hwy. (rdside.
1mp.)

RECEIVED
FEB 1 1961

FOR FILING

I-5-5(13) 250
62 94

January 31, 1961

Massachusetts Bonding & Insurance Co.,
Contract Bond Department
10 Post Office Square
Boston 9, Massachusetts

Gentlemen:

State Highway contract #5598 for roadside improvement on the Salem By-pass Section of Pacific Highway in Marion County was completed by the contractor, Rich & Sons Nursery, on December 16, 1960, and was formally accepted by the Highway Commission on January 27, 1961.

Final payment in the amount of \$791.28 will be released to the contractor, c/o the US National Bank, Hillsboro Branch, on or after February 9, 1961. The total contract amount is \$23,387.01, of which amount \$66.38 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Rich & Sons Nursery
Route 1
Hillsboro
Oregon

RECEIVED
JAN 27 1961

FOR FILING

5598

*Mrs. Cook
To note on card*

January 26, 1961

Rich & Sons Nursery
Route 1
Hillsboro, Oregon

Attention: Mr. Amos Rich

Dear Mr. Rich:

This is in response to your letter of January 24, 1961 in which you requested that final payment on Contract ~~5598~~ be forwarded to you in care of the United States National Bank, Hillsboro.

We will be pleased to do this for you.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FG:mh

cc: U. S. National Bank
John Herr, Accounting Division (2)

NOTED ON CARD

cc



Seal of
Quality

SAMUEL J. RICH
AMOS C. RICH

RICH & SONS NURSERY

Phone Midway 8-4770



Route 1

HILLSBORO, OREGON

January 24, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

When the check for our final estimate on job #
5598 is ready, would you please mail it directly
to the United States National Bank, Hillsboro, Ore.,
for our account.

Thanking you, we are

Very truly yours,

RICH & SONS NURSERY

Amos Rich

SJR: jr
Amt.
\$ 696.78



ASSIGNMENT AND ORDER

FOR VALUE RECEIVED, I hereby assign, transfer and set over unto Hillsboro Commercial Branch, United States National Bank of Portland, Hillsboro, Oregon, all right, title and interest in and to any and all sums now due to me, or to become due to me, from Oregon State Highway Commission, for and on account of Rich & Sons Nursery, said amount now owing being \$696.78, and I hereby request and authorize said Oregon State Highway Commission, to make payment of the amount or amounts direct to the Hillsboro Commercial Branch, The United States National Bank of Portland, Hillsboro, Oregon, for my account.

DATED this 24, day of Jan., 19 61.

Rich & Sons Nursery

by *Amos Rich*
Partner.

By _____

Please sign and return the duplicate Assignment to Hillsboro Commercial Branch, United States National Bank, Hillsboro, Oregon.

We hereby accept the above Assignment and Order and agree to make payment direct to said bank as requested.

DATED this _____, day of _____, 19 .

By _____

RECEIVED
JAN 11 1961

FOR FILING

1-5-5 (13) 258
5578

January 11, 1961

Massachusetts Bonding & Insurance Co.,
Contract Bond Department
10 Post Office Square
Boston 9, Massachusetts

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rich & Sons Nursery on contract #5598 for roadside improvement on the Salem By-pass Section of Pacific Highway in Marion County.

This payment, in the amount of \$1,500.21, will be released to contractor on or after January 20, 1961. The retained percentage is \$696.78.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Rich & Sons Nursery
Route 1
Hillsboro, Oregon

RECEIVED
DEC 29 1960

FOR FILING

1-5-5 (13) 250
5598

December 28, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on
December 16, 1960, on Contract No. 5598, Salem By-Pass
(Roadside Improvement) Section, in Marion County, in con-
nection with Federal Aid Project No. I-5-5(13)250.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DEP:bb

cc: C. G. Swenson

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 24, 1960

Section SALEM BY PASS Kind of work ROADSIDE IMPROVEMENT
 Highway PACIFIC County MARION Section prefix 624-1045
 Contractor RICH & SONS NURSERY Contract number 5598
 Date of contract January 28, 19 60 Specified work days 32
 Date work started March 8, 19 60 Work days used 41
 Project authorization \$ 27,930.77 Per cent of time elapsed 128 %
 Exclusive of engineering \$ 25,944.58
 Estimated cost of completed project, exclusive of engineering \$ 24,306.26
 Estimated per cent over or underrun 5.9 %
 Per cent of contract completed, based on estimated cost %
 Engineering authorization \$ 1986.19
 Engineering cost to date \$ 1986.19 100 % Date project was completed December 16, 19 60

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Work on Project completed December 16, 1960

Semi-final estimate submitted December 23, 1960

FINAL REPORT.

NOTED

Noted
M. N. Juvo

Signed _____
 Address Box 30, Salem

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

NOTED
FORREST COOPER

CONSTRUCTION DIVISION
RECEIVED
DEC 27 1960

NOTED
DEC 27 1960

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED

FOR FILING

1-5-5(13) 250

December 19, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Salem By-Pass Section of the Pacific Highway in Marion County, Contract No. 5598, in connection with Federal Aid Project No. 1-5-5(13)250.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

RECEIVED
DEC 13 1960

FOR FILING

1-4-4 (13) 230

5598

December 12, 1960

Rich & Sons Nursery
Route 1
Hillsboro
Oregon

Gentlemen:

The State Highway Commission at its meeting held on December 12, 1960, had under discussion your request for an increase in the number of workdays from 30 days to 52 days, within which to complete your contract #2528, without the assessment of liquidated damages, for roadside improvement of the Salem By-pass Section of Pacific Highway in Marion County.

A complete report concerning the matter was presented to the Highway Commission by the State Highway Engineer, and the Commission considered your request in light of all of the facts and circumstances disclosed in the report and in your request. After carefully reviewing all available information, the Highway Commission concluded that an increase in the number of workdays specified for the completion of the work was not warranted, and therefore denied your request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: J. D. Walker
Arthur Duffy
Tom Edwards
R. L. Porter
C. H. Nelson

RECEIVED
NOV 11 1960

FEB 1961

1-6-5(10) 250

5598

November 9, 1960

Oregon State Highway Commission

Request for Extension of Time
No. 1
December 12-13 Meeting

Gentlemen:

The contractor, Rich and Sons Nursery, for the roadside improvement project on the Salem Bypass Section, Contract No. 5598, has requested an increase of 20 workdays within which to complete his contract without the assessment of liquidated damages.

He gives as a reason to support this request that weather and soil conditions would not allow him to do the necessary seeding and planting. However, the Resident Engineer has issued stop orders and not charged time during the portions of the season when such conditions existed which hampered the contractor. There has also been a total of 79 days not covered by work suspensions. Only 40 of these 79 days have actually been charged as being 60 per cent days. At no time has the contractor protested these charges. It is, therefore, recommended that the request for additional time be denied.

This matter will be on the agenda for the December 12-13 meeting.

Very truly yours,

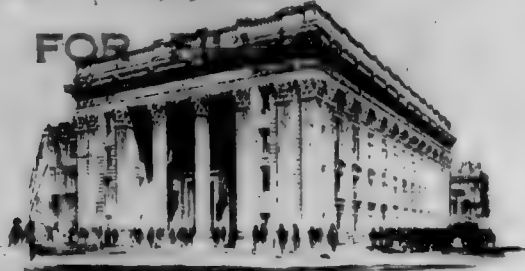
W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards

FBK:fp er

RECEIVED
JUL 1 1960

FOR



HILLSBORO COMMERCIAL BRANCH
THE UNITED STATES NATIONAL BANK
OF PORTLAND, OREGON

210 EAST MAIN STREET
HILLSBORO, OREGON

April 13, 1960

1-5-5 (13) 250
5598

State of Oregon
Highway Department
Salem, Oregon

Attention: Floyd Query
Secretary

Gentlemen:

In accordance with your letter of April 12th, I am enclosing an Assignment of Claim and copy thereof by Rich and Sons Nursery on Contract No. 5598.

I am writing the bonding company today asking their consent to the assignment; and as soon as that is received, I will forward it to you.

Yours very truly,

Wm. E. Hurley
Wm. E. Hurley
Assistant Manager

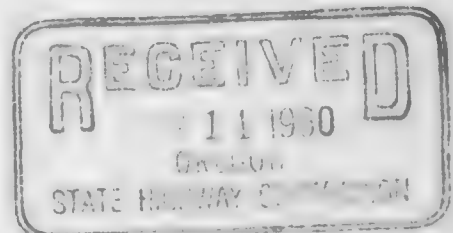
WEH/s

Enclosures:

*Consent not rec from Society
as of 8-18-60*

76

file



STATE OF OREGON—HIGHWAY DEPARTMENT
ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF One Dollar
(\$ 1.00) Dollars, to us paid, we hereby sell, assign and transfer
the within claim for all monies due or to become due on Contract 5598, awarded to
Rich and Sons Nursery, Hillsboro, Oregon, for roadside improvement on the Salem
By-pass Section of the Pacific Highway, Marion County

to Hillsboro Commercial Branch of U. S. National Bank in Hillsboro and authorize and empower
said bank to act as agent for us

and in our name, place and stead, to verify said claim and to sign, receipt for and receive any warrant
which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of
Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that
nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said
funds, and provided further that this assignment is subject to all of the provisions of ORS 366.420, and, if the same
is honored, either in whole or in part, by the State Highway Department, such action by the Department shall be
controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect
to future payments.

Witness my hand this 17 day of April, 1960

Executed in the presence of us as witnesses:

Shirley E. Hurley
J. M. Smith

Rich & Sons Nursery
Ray Leonard Rich Partner

RECEIVED
APR 12 1960

FOR FILING

T 55 (12) 250
558

April 12, 1960

Hillsboro Commercial Branch
U. S. National Bank
Hillsboro, Oregon

Attention: W. E. Hurley

Gentlemen:

Attached are five "Assignment of Claim" forms for assignment of payments on Contract 5598 awarded to Rich and Sons Nursery. Two copies of the assignment should be fully executed and returned to this office. The additional three copies are for your use, for the contractor, and one for the surety if they desire it.

Also, please secure a written statement from the surety, Massachusetts Bonding and Insurance Company, Bourland-McElhinny Insurance Agency, 1980 Fairgrounds Road, Salem, stating that they consent to the assignment.

You will note that the assignment has been made for all monies due or to become due on the contract. Any time that the contractor and the bank wish to do so, the assignment may be cancelled or changed so that it is not necessary that the assignment run for the full life of the contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:
FQ:rj

RECEIVED
MAR 11 1960

FOR FILING

I 5-5(13)250
5578

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 8, 1960, on Contract No. 5598, Salem By-Pass Section, in Marion County, in connection with Federal Aid Project No. I-5-5(13)250.

Very truly yours,

W. G. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
FEB 24 1960

COMMISSIONERS FOR FILING
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD PUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 23, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Rich & Sons Nursery
Route 1
Millican
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5598, awarded January 28, 1960, for roadside improvement on the Salem Bypass Section of Pacific Highway in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

de
Encl.

Secretary
OREGON STATE HIGHWAY COMMISSION

5598

Monthly Transaction No. RECEIVED 6040	Form 2 (9-12-59)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS
Project Report No. FOR FILING	FEDERAL-AID PROJECT AGREEMENT	
	State Oregon	County Marion
	Project No. I-5-5(13)250	

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Approximate limits of Project I-5-5(7)250, (old) I-324(19)
(Salem By-Pass Section)

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	7-2-59	8.5
Other (Specify)		

FUNDS	
Estimated total cost of project \$ 26,490	Federal funds \$ 24,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By:
State Highway Engineer
(title)

By: _____
(title)

By: _____
(title)

U.S. DEPARTMENT OF COMMERCE
 BUREAU OF PUBLIC ROADS

KK **C. G. Polk**
Division Engineer

By:
R. C. Wright
Administrative Manager

Date executed by **February 16, 1960**
 Division Engineer

February 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Salem By-Pass
Section, Project No. I-5-5(13)250.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:am

February 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
for project agreement for the Salem By-Pass Section, Project
No. I-5-5(13)250.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:am

Oregon State Highway Department

Federal Aid
Project No. I-5-5(13)250

SALMON HY-PASS SECTION OF THE
PACIFIC HIGHWAY IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon February 5, 1960

Tree Code Y005

Roadside Improvement (Sta. 62+50 to Sta. 512+50) (Contract No. 5598)

Tractor and Dozer	40 hours	\$14.50	\$ 580.00
Furnishing and Placing Topsoil	550 cu.yds.	3.65	2,007.50
Preparation of Slopes Under Structures	All Required		1,000.00
3/4"-0 Crushed Material	200 cu.yds.	4.85	970.00
Furnishing and Planting Trees	1,030 only	3.85	3,965.50
Furnishing and Planting Shrubs	2,940 only	1.20	3,528.00
Furnishing and Planting Vines	12,500 only	.28	3,500.00
Planting Trees	595 only	2.65	1,576.75
Planting Shrubs	150 only	1.50	225.00
Seeding Roadside Areas	35 acres	90.00	3,150.00
Grass Seed, Creeping Red Fescue	440 lbs.	0.42	184.80
Grass Seed, Chewings Fescue	440 lbs.	0.42	184.80
Inorganic Fertilizer, 10-16-8	190 cwt.	4.00	760.00
Sandst	180 Units	12.50	2,250.00

\$23,882.35

Flagging (57 1/2% of Contractor's Cost)

All Required

\$ 200.00

Subtotal

\$24,082.35

10% Engr. & Cont.

2,407.65

Total

\$26,490.00

Length of Project-----8.522 Miles

Cost of Project Per Mile-----\$3,108.42

Federal Funds - - - - - \$24,000.00

State Funds - - - - - 2,490.00

\$26,490.00

Oregon State Highway Department

Federal Aid
Project No. I-5-5(13)250

SALEM BY-PASS SECTION OF THE
PACIFIC HIGHWAY IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 25, 1959

Type Code Y005

Roadside Improvement (Sta. 62+50 to Sta. 512+50)

Tractor and Dozer	40 hours	\$15.00	\$ 600.00
Furnishing and Placing Topsoil	550 cu. yds.	2.50	1,375.00
Preparation of Slopes Under Structures	All Required		800.00
3/4" - 0 Crushed Material	200 cu. yds.	6.00	1,200.00
Furnishing and Planting Trees	1,030 only	6.00	6,180.00
Furnishing and Planting Shrubs	2,940 only	2.50	7,350.00
Furnishing and Planting Vines	12,500 only	0.40	5,000.00
Planting Trees	595 only	2.60	1,547.00
Planting Shrubs	150 only	2.00	300.00
Seeding Roadside Areas	35 acres	300.00	10,500.00
Grass Seed, Creeping Red Fescue	440 lbs.	0.75	330.00
Grass Seed, Chewings Fescue	440 lbs.	0.75	330.00
Inorganic Fertilizer, 10-16-8	190 cwt.	5.50	1,045.00
Sandust	180 units	14.00	2,520.00
			<u>\$ 39,077.00</u>
Flagging (57 1/2% of Contractor's Cost)	All Required		<u>200.00</u>
	Subtotal		\$ 39,277.00
	10% Engr. & Cont.		3,927.70
	Total		<u>\$ 43,204.70</u>

Length of Project - - - - - 8.522 Miles
Cost of Project Per Mile- - - - \$5,069.78

Federal Funds - - - - -	\$ 39,900.00
State Funds - - - - -	<u>3,304.70</u>
	\$ 43,204.70

RECEIVED
JAN 29 1960

FOR FILING

I 5 5(13)250

When replying, refer to:
08-35.1

5598

108 State Highway Bldg.
Salem, Oregon

January 28, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5598 for Oregon Project I-5-5(13)250, Salem By-Pass Section (Landscaping) of the Pacific Highway, to Rich & Sons Nursery of Hillsboro, Oregon, low bidder in the amount of \$23,882.35, at the January 21, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

W.C. Williams
Dexter

RECEIVED
JAN 29 1960

FOR FILING

155-5(13)250

5578

January 28, 1960

Rich and Sons Nursery
Route 1
Hillsboro 4, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5592 for roadside improvement on the Salem By-pass Section of the Pacific Highway in Marion County.

This award was based on your bid of \$23,882.35 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
Mark Astrup

RECEIVED
JUL - 8 1959

FOR FILING

1-5-5-(13)250
AIR MAIL
5598

Mr. W. C. Williams
State Highway Engineer
138 State Highway Building
Salem, Oregon

U. S. DEPARTMENT OF LABOR

OFFICE OF THE SOLICITOR

WASHINGTON 25

JUL 8 1959

Re: Decision T-22,176
Oregon FA Project I-5-5(-)250
Salem By-Pass Section
Pacific Highway (US-99) Landscaping
Marion County, Oregon

Dear Mr. Williams:

In accordance with your request and pursuant to the provisions of Section 5.12 of Regulations, Part 5 (29 CFR, Subtitle A), the expiration date of the subject wage determination as modified July 2, 1959, has been extended to August 21, 1959.

If I can be of further assistance in this matter, please let me know.

Very truly yours,

Harold C. Nystrom
Acting Solicitor of Labor

orig
Doster

RECEIVED
JUN 30 1959

FOR FILING

I-5-5(13)250

5595

June 29, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the Salem By-Pass Section Landscaping Project I-5-5(13)250.

In connection with the purchase of rights of way through nursery properties located in the vicinity of Portland and Eugene, it was necessary to purchase considerable plant materials.

It is the State's desire to utilize a portion of these materials in the landscaping work on the Salem By-Pass; this procedure appearing desirable since the materials are State property and the cost of moving and replanting them as a part of the contract will be considerably cheaper than for the contractor to purchase them on the open market.

Accordingly, we are requesting your approval of the use of these materials on Project I-5-5(13)250. The estimated quantity to be used is 595 trees and 150 shrubs. No Federal cooperation is to be requested for the cost of the items except for moving and transplanting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JWN:mfh

S-220(15) Sancerster Dr.-Sublimity 1960
#5599 Gun Club Sec., Santiam Hwy.
(Grade Sep. Structures)

Monthly transaction number 4-45	PR-2A (5-31-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project report number 7	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT 4-14-61		County Marion
			Project number 8-265(9)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 14, 19 60, is hereby modified as follows:

Revised estimated total cost of project	\$ <u>144,981.00</u>
Revised Federal funds	\$ <u>89,140.00</u>
Other revisions	

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 14 day of April, 19 61.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

[Signature]

State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By

C. G. Polk

Division Engineer

By

[Signature]

R. C. Wright

Administrative Manager

Project No. 5599 *3-14-60* *A*

RECEIVED Monthly Transaction No. <i>3-5-1960</i> Project Report No. <i>220 (15)</i> <i>8-265(9)</i> <i>5599</i>	F-1-2 (9-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS FEDERAL-AID PROJECT AGREEMENT	State Oregon County Marion Project No. 8-265(9)
The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.		
Project termini S.R. 22, Sanitary Fill Rd. & Waldo Rd. Strs. (Two O'xing strs., 2.1 mi. and 3.5 mi. E. of Jct. FAS 679)		
Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering	3-7-59	
Rights-of-Way		
Construction	12-21-59	0.0
Other (Specify)		
FUNDS		
Estimated total cost of project \$ 143,992	Federal funds \$ 87,000	
The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.		
OREGON STATE HIGHWAY DEPARTMENT (Official Name of Highway Department) By: <i>[Signature]</i> Deputy State Highway Engineer (title) By: _____ _____ (title) By: _____ _____ (title)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS By: C. G. Polk Division Engineer By: <i>[Signature]</i> R. C. Wright Acting Administrative Manager Date executed by Division Engineer March 14, 1960	

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Lancaster Drive-
Sublimity Gun Club Section, Project No. S-265(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:jb

February 11, 1960

Mr. C. G. Pelk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
for project agreement for the Lancaster Drive-Sublimity Gun Club
Section, Project No. S-265(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:sm

Oregon State Highway Department

Federal Aid Secondary
Project No. S-265(9)

LANCASTER DRIVE-SUBMITTY GUN CLUB SECTION
OF THE NORTH SANTIAM HIGHWAY IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 11, 1960

Type Code P.E.

Preliminary Engineering	All Required	\$	\$ 500.00
-------------------------	--------------	----	-----------

Type Code X281

Sanitary Fill O'xing (Sta. 298+29.58 to Sta. 299+51.50) (Contract No. 5599)

Structural Excavation	330 Cu. Yds.	\$ 5.00	\$ 1,650.00
Purnish Steel Piling	2,520 Lin. Ft.	6.00	15,120.00
Drive Piles	56 Only	50.00	2,800.00
Splice Steel Piles	12 Only	20.00	240.00
Class "A" Concrete (431 cu. yds.)	All Required (29%)		22,620.00
Metal Reinforcement (101,000 lbs.)	All Required (30%)		11,400.00
37.42 Foot Prestressed Beam	18 Only	569.60	10,252.80
48.00 Foot Prestressed Beam	9 Only	711.00	6,399.00
8-inch Metal Drain Pipe	55 Lin. Ft.	4.00	220.00
			<u>\$70,701.80</u>

Type Code X281

Waldo Road O'xing (Sta. 372+71.34 to Sta. 374+18.34) (Contract No. 5599)

Structural Excavation	265 Cu. Yds.	\$ 5.00	\$ 1,325.00
Purnish Steel Piling	560 Lin. Ft.	6.00	3,360.00
Drive Piles	16 Only	50.00	800.00
Splice Steel Piles	4 Only	20.00	80.00
Class "A" Concrete (448 cu. yds.)	All Required (30%)		23,400.00
Metal Reinforcement (107,000 lbs.)	All Required (32%)		12,160.00
45.00 Foot Prestressed Beam	8 Only	665.50	5,324.00
54.92 Foot Prestressed Beam	8 Only	802.38	6,419.04
48.00 Foot Prestressed Beam	8 Only	711.00	5,688.00
8-Inch Metal Drain Pipe	260 Lin. Ft.	4.00	1,040.00
			<u>\$59,596.04</u>

Flagging (57 1/2% of Contractor's Cost)

All Required	<u>150.00</u>
--------------	---------------

Subtotal	\$130,447.84
10% Engr. & Cont.	<u>13,044.16</u>

Total	\$143,492.00
-------	--------------

Length of 2 Structures 0.051 Mile

Oregon State Highway Department

-2-

Federal Aid Secondary
Project No. 3-265(9)

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Preliminary Engineering	\$ 500.00	\$ 300.00	\$ 200.00
Structures	<u>143,492.00</u>	<u>86,700.00</u>	<u>56,792.00</u>
	\$143,992.00	\$87,000.00	\$56,992.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
DEC 29 1960

FOR FILING

220 (1)
151 (1)
5599

December 27, 1960

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5599 for construction of 1 bridges on the Lancaster Drive-Sablinity Gun Club Section of the North Santiam Secondary Highway in Marion County was completed by the contractor, Birkmeier Const. Co., on November 9, 1960, and was formally accepted by the Highway Commission on December 12, 1960.

Final payment in the amount of \$6,806.84 will be released to the contractor on or after January 6, 1961. The total contract amount is \$220,238.69, of which amount \$205.85 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Birkmeier Const. Co.,
14511 SE River Road
Milwaukie 22
Oregon

RECEIVED
DEC 12 1960

FOR FILING

S-220(15)
S-265(9)
5599

December 12, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Please be advised work was completed November 9, 1960,
on Contract 5599, Four Structures, Lancaster Drive-Sublimity Gun
Club, Project Nos. S-220(15) and S-265(9).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JWN:jb

RECEIVED
DEC 1 - 1960

FOR FILING

1-220 (15)
1-220 (9)
5599

December 1, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Birkmeier Construction Co., on contract #5599 for construction of 4 bridges on the Lancaster Drive-Sublimity Gun Club Section of the North Santiam Secondary Highway in Marion County.

This payment, in the amount of \$13,640.01, will be released to contractor on or after December 9, 1960. The retained percentage is \$6,600.99.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

cc: Birkmeier Construction Co.,
14511 SE River Road
Milwaukie 22
Oregon

Contract No. 5599

3-14-60 A

Monthly Report No. 8-9-60	R-2 (b-1-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project Report No. 220(5)4	FEDERAL-AID PROJECT AGREEMENT		County Marion
			Project No. 8-220(15)

5599 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
SR 22, Silver Cr. Hwy. & Luther Rd. Strs.
(Grade separation structures at Jct. FAS 127 and 3.3 miles E.)

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering	5-7-59	
Rights-of-Way		
Construction	12-21-59	0.0
Other (Specify)		

FUNDS

Estimated total cost of project \$ 96,451	Federal funds \$ 58,000
---	-----------------------------------

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT

(Official name of Highway Department)

By *[Signature]*

Deputy State Highway Engineer

(title)

By _____

(title)

By _____

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX By **C. G. Polk**
Division Engineer

By *[Signature]*
H. C. Wright
Acting Administrative Manager

Date executed by **March 14, 1960**
Division Engineer

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Lancaster Drive-
Sublimity Gun Club Section, Project No. S-220(15).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

ANC:jb

February 11, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
for project agreement for the Lancaster Drive-Sublimity Gun
Club Section, Project No. 3-220(15).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:ma

Oregon State Highway Department

Federal Aid Secondary
Project No. 3-220(15)

LANCASTER DRIVE-SUBMITTY GUN CLUB SECTION OF
THE NORTH SANTIAM HIGHWAY IN MARION COUNTY

Salem, Oregon, February 11, 1960

Type Code P. 2.

Preliminary Engineering

\$ 500.00

Type Code X281

Silver Falls Hwy. O'xing (Sta. 437+45.65 to Sta. 438+86.65) (Contract No. 5599)

Structural Excavation	155 Cu. Yds.	\$ 5.00	\$ 775.00
Furnish Steel Piling	840 Lin. Ft.	6.00	5,040.00
Drive Piles	24 Only	50.00	1,200.00
Splice Steel Piles	6 Only	20.00	120.00
Class "A" Concrete (237 Cu. Yds.)	All Required (16%)		12,480.00
Metal Reinforcement (48,500 lbs.)	All Required (14%)		5,320.00
39.50 Foot Prestressed Beam	4 Only	606.50	2,426.00
65.92 Foot Prestressed Beam	5 Only	931.20	4,656.00
36.50 Foot Prestressed Beam	4 Only	545.50	2,182.00
Concrete Slab Riprap	275 Sq. Yds.	7.00	1,925.00
8-Inch Metal Drain Pipe	50 Lin. Ft.	4.00	200.00
			<u>\$36,324.00</u>

Type Code X721

Luther Road U'xing (Sta. 616+45.50) (Contract No. 5599)

Structural Excavation	200 Cu. Yds.	\$ 5.00	\$ 1,000.00
Furnish Steel Piling	260 Lin. Ft.	6.00	1,560.00
Drive Piles	8 Only	50.00	400.00
Splice Steel Piles	2 Only	20.00	40.00
Class "A" Concrete (382 Cu. Yds.)	All Required (25%)		19,500.00
Metal Reinforcement (81,500 lbs.)	All Required (24%)		9,120.00
40.00 Foot Prestressed Beam	4 Only	586.25	2,345.00
58.92 Foot Prestressed Beam	16 Only	928.125	14,850.00
Concrete Slab Riprap	220 Sq. Yds.	7.00	1,540.00
8-Inch Metal Drain Pipe	100 Lin. Ft.	4.00	400.00
			<u>\$50,755.00</u>

Flagging (57 1/2% of Contractor's Costs)

All Required 150.00

Subtotal \$87,229.00

10% Engr. & Cont. 8,722.00

Total \$95,951.00

Length of 2 Structures 0.027 Mile

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Preliminary Engineering	\$ 500.00	\$ 300.00	\$ 200.00
Structures	<u>95,951.00</u>	<u>57,700.00</u>	<u>38,251.00</u>
	\$96,451.00	\$58,000.00	\$38,451.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

State Funds for Maint.: Chap 529, Laws 1939.

RECEIVED
FEB 21 1960

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FOR FILING

FLOYD QUERY, SECRETARY
SALEM

220(15)
2-265(19)
5599



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 24, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Birkmeier Construction Company
14511 SE River Road
Milwaukie
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5599, awarded January 28, 1960, for the Sanitary-Waldo-Silver-Luther Structures on the Lancaster Drive-Sublimity Gun Club Section of the Santiam Highway in Marion County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Encl.

RECEIVED
JAN 20 1960

FOR FILING

K-220(15)

1265(1)

5517

January 28, 1960

Birkmeier Construction Company
14511 S. E. River Road
Milwaukie, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5599 for grade separation structures on the Lancaster Drive-Sublimity Gun Club Section of the Santiam Highway in Marion County.

This award was based on your bid of \$217,376.84 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

34-1612 Beaverton Traffic Signals 1960
#5600

UGA 2183 122760

RECEIVED
JUN 27 1960

FOR FILING

34 112
5600

June 27, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5600 for traffic signal installation on Lombard Street in Beaverton, the Beaverton-Hillsdale Highway in Washington County, was completed by the contractor, Electric Corp., on June 6, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of \$1,536.28 will be released to the contractor after acceptance by the Commission. The total contract amount is \$8,543.00, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
JUN 13 1960

FOR FILING

34-1612

5600

June 10, 1960

Mr. W. P. Garrett
Right of Way and Tax Agent
Oregon Electric Railway Company
1101 N. W. Hoyt Street
Portland 7, Oregon

Dear Sir:

I am returning both copies of the permit from the Oregon Electric Railway Company to the State for the placing of a 1-inch conduit across your right of way and under your tracks at Lombard Street in Beaverton. I also attach our check in the amount of \$10.00 as the fee for this permit.

Will you please execute the permit and return one copy to us for our files.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. W. C. Williams
Mr. C. H. Maison

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 8, 1960

SUBJECT:

To: G. S. Paxson
Asst. State Highway Engineer
B u i l d i n g

Attached hereto our check No. A 99404 payable to the Oregon Electric Railway Company in the amount of \$10.00, covering their permit fee authorizing the installation of a conduit under their tracks at Beaverton, Oregon.



C. H. Maison
Auditor

CHM:hs

Attachment

OREGON STATE HIGHWAY DEPARTMENT
SALEM, OREGON

PAYEE

DATE: 6/8/60

Oregon Electric Railway Company
Portland, Oregon

REMITTANCE ADVICE
ENCLOSED CHECK PAYS
CLAIM DETAILED BELOW.

June 8, 1960 <i>Permit OEC-718</i> Permit fee	\$ 10.00
vd <i>es</i>	TOTAL \$ 10.00

ACKNOWLEDGEMENT OF RECEIPT OF CHECK
IS NOT REQUIRED

Salem, Oregon
June 7, 1960

Mr. C. H. Maison

Herewith two copies of a permit from the Oregon Electric Railway Company permitting us to install a conduit under its tracks in Beaverton. You will note that we are to pay a fee of \$10.00 for this permit.

Will you please make up the necessary billing and voucher and return to me so that I may send the fee in with the executed permit.

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

Enclosures

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 25, 1960

SUBJECT: Beaverton Traffic Signals
Beaverton-Hillsdale Highway
Contract No. 5600

To: Ivan Merchant
Bridge Engineer
State Highway Department
Salem, Oregon

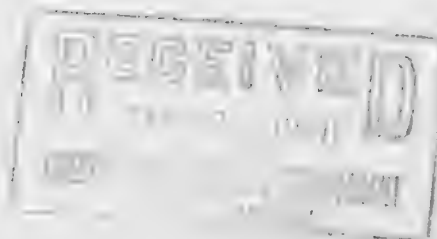
I am forwarding herewith an original letter from the Spokane, Portland, and Seattle Railway, together with two copies of a license agreement. This agreement covers the encroachment of a one inch underground conduit to be placed across the S P & S right of way and under their tracks on Lombard Street in Beaverton.

You will note that the railroad company's letter states that if satisfactory, both copies of the agreement are to be signed by a representative of the highway department and returned to the S P & S Railway Company for further handling. The agreement is being forwarded to you as we do not believe it is a proper instrument for signature at this level. Will you please handle.

A. V. Benedict
A. V. BENEDICT
Assistant Division Engineer

AVB:g
Encls.
cc: Kenneth Wheatley

To permit dept.





FORM 1820

SPOKANE, PORTLAND AND SEATTLE RAILWAY COMPANY

OREGON TRUNK RAILWAY
OREGON ELECTRIC RAILWAY COMPANY
RUTH REALTY CO.

W. P. GARRETT
RIGHT OF WAY AND TAX AGENT

RIGHT OF WAY & TAX DEPARTMENT

1101 N. W. HOYT STREET
PORTLAND, 7, OREGON

May 24, 1960

H. E. HUDSON
ASSISTANT RIGHT OF WAY
AND TAX AGENT

R. E. HAMILTON
TAX AGENT

File: OEC-718

State Highway Department,
State of Oregon.
9200 S. E. McLoughlin Blvd.
Portland, Oregon.

Gentlemen:

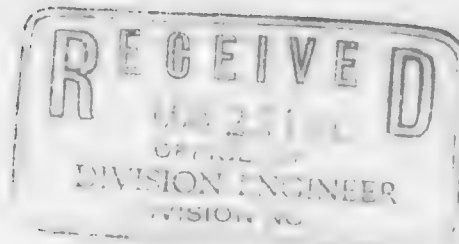
Attached hereto, in duplicate, is form of license agreement covering the encroachment of a 1-inch underground conduit placed across our right of way and under tracks in connection with recent installation of traffic signal at Lombard Street, Beaverton, Oregon.

If satisfactory, will you please arrange for signature in duplicate by Licensee; then return both copies to me for signature by the Railway Company. When fully executed, the duplicate-original copy will be returned to you for records of the Licensee.

EM.

Yours very truly,

W. P. Garrett
Right of Way and Tax Agent.



RECEIVED
FEB 25 1960

COMMISSIONER
M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLE
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FOR FILING



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 25, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Electric Corporation
1375 South 13th Street
Salem
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5600, awarded January 28, 1960, for traffic signal installation on Lombard Street (Beaverton) on the Beaverton-Hillsdale Highway in Washington County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

RECEIVED
JAN 29 1960

FOR FILING

34-1612

January 28, 1960

Electric Corporation
P. O. Box 266
Salem, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5600 for construction of the Beaverton Traffic Signals in Washington County.

This award was based on your bid of \$8,493 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED
JAN 28 - 2 1960

FOR FILING

34 1612
5600

Salem, Oregon
January 27, 1960

MISC. CONTRACTS and
AGREEMENTS No. 2183

Traffic Signal Agreement
City of Beaverton

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with
the City of Beaverton covering installation of traffic signals
at the intersection of the Beaverton-Hillsdale Highway and
Lombard Street in Beaverton.

A fully executed copy of the above agreement has
been retained in this office for the Commission's files and
one fully executed copy has been sent to the City of Beaverton.

Secretary

rn
Attach: 1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 19, 1960

To: Mr. G. S. Paxson
OFFICE

SUBJECT: Traffic Signal Agreement
City of Beaverton

Attached are three copies of an agreement covering installation of traffic signals at the intersection of the Beaverton-Hillsdale Highway and Lombard Street in Beaverton. Two copies have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 9/24/59.

John D. Graham

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

RECOMMENDED FOR APPROVAL
[Signature]
Assistant State Highway Engineer

DATE 9-24-59 mm Page 19
Floyd Query

RECEIVED
JAN 27 1960

FOR FILING

34-1612
5610

January 27, 1960

Robert O. Malsey
City Recorder
City Hall
Beaverton, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Beaverton a fully executed copy of an agreement between the State Highway Commission and the City of Beaverton covering the installation of traffic signals at the intersection of the Beaverton-Hillsdale Highway and Lombard Street in Beaverton.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

RM
Enc. 1

RECEIVED
OCT 27 1959

FOR FILING

<i>Open</i>
<i>Copy</i>
<i>Light</i>

9/24
46

September 30, 1959

Beaverton

Mr. Robert O. Malsey, Superintendent
City of Beaverton
City Hall
Beaverton, Oregon

Dear Mr. Malsey:

In response to your letter of August 3, addressed to Mr. F. B. Crandall, Traffic Engineer, an investigation was made concerning traffic conditions at the intersection of the Beaverton-Hilledale Highway and Lombard Street in the city of Beaverton.

Mr. Paxson, Assistant State Highway Engineer, in his letter of August 17 outlined some of the problems involved in the investigation, and on September 24 the matter was presented to the State Highway Commission.

The Commission authorized the installation of a fully-actuated traffic signal at the intersection of the Beaverton-Hilledale Highway and Lombard Street at an estimated cost of \$9,000 with the understanding that the cost of installation is to be borne equally between the City and the State and that the City will provide for all maintenance and operation costs.

An agreement covering this matter will be forwarded to you for approval as soon as possible.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FO:jmc

cc: G. S. Paxson (2)

RECEIVED
AUG 27 1959

FOR FILING

34-1612
560

August 27, 1959

Oregon State Highway Commission

Gentlemen:

The City of Beaverton, through its City Superintendent, Mr. A. G. Halsey, and the State Highway Department have been investigating need for a traffic signal at the intersection of the Beaverton-Hillsdale Highway (121st) and Lowland Street in the city of Beaverton.

Traffic volume and traffic accident data meet with the minimum warrants for the installation of a signal, especially in view of the adverse accident experience caused by restricted sight distance. It is recommended that the City and State enter into a cooperative agreement to install a fully-actuated traffic signal, the \$9,000 cost of the installation to be borne equally between the City and State, with the City to maintain and operate. We have a letter in our files advising that the City is willing to participate in such an installation. The 1960 Minor Betterment Budget for traffic signal projects to be selected has sufficient funds to cover this installation.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc to: Mr. G. S. Paxson
Mr. F. B. Crandall
Mr. C. H. Maison

RECEIVED
AUG 27 1959

FOR FILING

34-1612

5610

August 26, 1959

Mr. Robert O. Malsey
Superintendent
City of Beaverton
City Hall
Beaverton, Oregon

Dear Mr. Malsey:

This will acknowledge receipt of your letter of August 25, advising that the City of Beaverton will agree to bear one-half of the cost of the signal installation at North Lombard Street and the Beaverton-Hillsdale Highway, or \$4,500, whichever is the lesser. We will present this matter to the Highway Commission for authority to enter into an agreement with the City on this basis. The next meeting of the Highway Commission is scheduled for September 24.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

OSP:gm

cc Mr. W. C. Williams
Mr. F. B. Crandall

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 26, 1959

SUBJECT: Traffic Signal Installation
Beaverton-Hillsdale Highway
Lombard Street
Beaverton

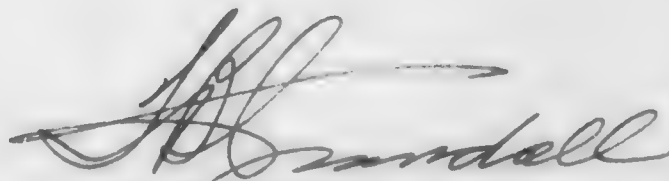
To:

G. S. Paxson
Asst. State Highway Engineer
Office

I call your attention to a most recent letter of yours, August 17, to Mr. Robert O. Malsey, Superintendent, City of Beaverton and also your letter of August 13, 1958 to Mr. A. H. Rossi, Mayor of Beaverton -- both relating to the subject intersection.

Mr. Head did this date call and talk to Mr. Malsey, and it is now the City's decision to proceed with a traffic signal in line with your letter of August 13, 1958. This calls for a total outlay of \$9000 to be shared equally between the City and State -- the City to maintain, operate, etc. Mr. Head requested Mr. Malsey to write to you advising that the City would be willing to do this and we advised Mr. Malsey that we would submit this matter to the Commission for its consideration.

Attached is a Suggested-Draft to the Commission, and you will note that we have indicated that 1960 Minor Betterment Funds for Traffic Signal Projects to be Selected be used for we could not let a contract earlier than December (presuming we are letting contracts by then).

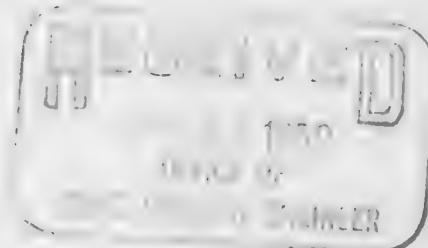


F. B. Crandall
Traffic Engineer

JAH:njs
Attachment

cc: C. H. Maison

NOTED
FORREST COOPER



A. H. ROSSI
MAYOR
COUNCILMEN
R. W. BOYD
H. C. MILLER
L. E. PARKER
W. CAMERON

City of Beaverton

City Hall — Phone MI 4-2191
BEAVERTON, OREGON

August 25, 1959

ALICE B. MARTIN
RECORDER-TREASURER
MUNICIPAL JUDGE
DEPARTMENT HEADS
ROBERT O. MALSEY
SUPERINTENDENT
C. L. MCCARTHY
CHIEF OF POLICE
DR. C. E. MASON
HEALTH OFFICER
DAVID E. LOFGREN
ATTORNEY
A. V. OLSON
FIRE CHIEF
V. DIMLER
PLUMBING INSPECTOR

Oregon State Highway Department
Salem, Oregon

Re: Traffic Signal at N. Lombard
and Beaverton-Hillsdale Hwy.

Attention: Mr. G. F. Paxson

Dear Sirs:

This will confirm our telephone conversation regarding the request for a traffic signal installation at the intersection of N. Lombard St. and the Beaverton-Hillsdale Highway.

The City of Beaverton agrees to pay one-half of the cost of the signal installation or \$4500.00, whichever is the lesser, and to maintain and replace lamps and to pay for electrical service thereto.

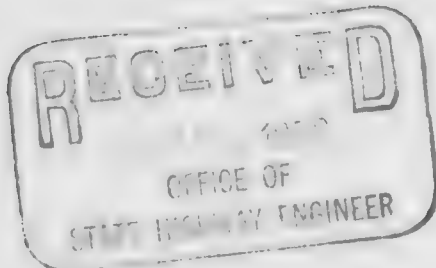
We respectfully ask your early consideration in this matter.

Yours truly

CITY OF BEAVERTON

By:

Robert O. Malsey
Supt.



RECEIVED
AUG 17 1959

FOR FILING

34-1612
5000

August 17, 1959

Mr. Robert G. Malsey, Superintendent
City of Beaverton
City Hall
Beaverton, Oregon

Dear Mr. Malsey:

This will acknowledge receipt of your letter of August 3, to Mr. F. B. Crandall, Traffic Engineer, in regard to traffic conditions at the intersection of the Beaverton-Hilledale Highway and Lombard Street in the city of Beaverton. A representative of the Traffic Engineering Division has contacted you and discussed this matter.

As was explained by our representative, it would be impractical to make this intersection a four-way stop in that a great preponderance of the traffic entering this intersection enters from the Beaverton-Hilledale Highway. Establishing a four-way stop at this point would result in undue delay to highway traffic.

Making that section of Lombard Street north of the Beaverton-Hilledale Highway one-way northbound would eliminate the primary conflict at the intersection, the conflict wherein sight distance is restricted, causing a hazard. This would result in extra travel time for those drivers who now use Lombard Street as the connecting street between Broadway and the Beaverton-Hilledale Highway. It is not believed that establishing one-way operation on this section of Lombard Street would increase the load at the intersection of Broadway and Hall Street to the point where congestion would be caused. The establishment of one-way operation on Lombard Street is, of course, under the jurisdiction of the City of Beaverton.

It is believed that the traffic-signal installation which has been proposed for this intersection is the best solution to such problems which exist.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams
Mr. F. B. Crandall
Mr. A. G. Skelton

VPJ:pk as

EARL E. FISHER
MAYOR

COUNCILMEN

H. G. MILLER

W. CAMERON

EARL R. ENDER

GERALD V. DOERRIE

City of Beaverton

City Hall -- Phone MI 4-2191

BEAVERTON, OREGON

August 3, 1959

Mr. by Monday night

Oregon State Highway Department
Salem, Oregon

Attention: Mr. F. B. Crandall
Traffic Engineer

Re: Traffic Signal at
Lombard and Beaverton-
Hillsdale Highway

Dear Sir:

We respectfully call your attention to the traffic problem at the intersection of N.E. Lombard Street and The Beaverton-Hillsdale State Highway within the City of Beaverton.

This city has made application to your department for signalization of this intersection and an agreement to joint participation in this project was made. However, since the 1959-1960 City budget failed to gain approval of the voters at the last election, the \$4000.00 that was allocated as the city's share for the signal has been channeled elsewhere. We therefore ask your consideration and approval of a temporary means of alleviating the increasing hazard through one of the following proposals:

- a. Provide a flashing stop signal for all four legs of the intersection with a warning indication for west-bound traffic in the vicinity of the drive-in theater.
- b. Allowing only North-bound movement of traffic on Lombard Street between the Beaverton-Hillsdale Highway and Broadway Street (on the face of this proposal, it would appear that the city alone is involved but this would channel additional traffic into the intersection of Broadway and Hall Street)

The former proposal would be the most effective and desirable from the city's standpoint as this would reduce excessive speeds into the business area.

Your early consideration of this matter will be appreciated since this intersection is fast becoming one of the busiest in the area.

Yours truly

CITY OF BEAVERTON

RECEIVED

AUG 5 1959

TRAFFIC ENGINEERING

By:

Supt.

ALICE B. MARTIN
RECORDS-CLERK
MUNICIPAL JUDGE

DEPARTMENT HEADS

ROBERT D. MALSEY
SUPERINTENDENT

G. L. MCCARTHY
CHIEF OF POLICE

DR. C. E. MARSH
HEALTH OFFICER

LEAF & ROSS
ATTORNEYS

A. V. OLSON
FIRE CHIEF

V. DIMLER
PLUMBING INSPECTOR



28-8308 Masco-Kent Rock Prod. Proj. 1960
on Sherman Hwy.
#5601

Mr. Williams

RECEIVED
NOV 17 1960

NOTE
W. C. WILLIAMS

November 7, 1960

Wasco-Kent
Contract No. 5601

FINAL COST ANALYSIS
Rock Production
Contractor: Frank G. Baulne
Resident Engineer: V. E. Shull

Sherman Highway
Prefix 28-8308-201(44)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1/2"-1/4" Mat'l in S.P.	5,149.40	Cu. Yd.	2.15	2.04	10,504.84	11,071.21
1/4"-#10 Mat'l in S.P.	1,945.70	Cu. Yd.	2.15	2.047	3,982.38	4,183.26
1/4"-0 Mat'l in S.P.	3,115.70	Cu. Yd.	2.15	2.033	6,335.32	6,698.76
3/8"-0 Mat'l in S.P.	2,931.20	Cu. Yd.	2.05	2.042	5,986.93	6,008.96
PA#1 1/4"-0 Rejects in S.P.	441.70		0.25	1.90	839.82	110.43
					<u>\$27,649.29</u>	<u>\$28,072.62</u>

Gross Revenue \$ 28,072.62

Total Cost 27,649.29

Net Profit \$ 423.33

Net Profit equals 1.5% of Gross Revenue

DETAIL OF COST - Contract No. 5601

Labor:

Labor and Supervision	\$ 11,103.73	
Insurance, Welfare and Pension	<u>1,865.27</u>	\$ 12,969.00

Equipment Rental and Miscellaneous Expense:

Equipment Rental, Owned	8,878.72	
Gas, Oil and Grease	1,552.33	
Bond	165.90	
P.U.C. Fees	199.00	
Small Tools and Miscellaneous Supplies	378.37	
Explosives	1,872.67	
Home Office and General Overhead	<u>1,633.30</u>	<u>14,680.29</u>

TOTAL COST		\$ 27,649.29
------------	--	--------------

Remarks - Contract No. 5601

This was a "State Project" calling for the crushing and stockpiling of approximately 12,000 cubic yards of crushed rock on the Sherman Highway for later use by the State in connection with maintenance operations.

The north end of the project was at Mile Point 9.33 in the town of Wasco. The south end of the project was at Mile Point 40.38 in the town of Kent. The overall length of the project was 31.59 miles.

Bids were received January 21, 1960 and awarded January 28, 1960. Work began March 7th stripping quarry and preparing crusher site. Drilling began March 21st and quarry shot March 26th. The crusher was moved in, set up, and began crushing March 29th. The material crushed very well and was completed April 18, 1960.

While production was good and little delay was encountered, the bid price was very low which resulted in a very slight profit.

M. N. Juve
Chief Cost Analyst

By

H. R. Sturgis

RECEIVED
MAY 26 1960

FOR FILING

28-8312
5601

May 26, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5601 for the Wasco-Kent Rock Production Project on the Sherman Highway in Sherman County was completed by the contractor, Frank G. Baulne, Inc., on April 18, 1960, and was formally accepted by the Highway Commission on May 10, 1960.

Final payment in the amount of \$902.67 will be released to the contractor on or after June 6, 1960. The total contract amount is \$28,072.62, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

RECEIVED
APR 28 1960

FOR FILING

28-5308
5601

April 28, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Frank G. Baulne, Inc., on contract #5601 for the Wasco-Kent Rock Production Project on the Sherman Highway in Sherman County.

This payment, in the amount of \$19,236.45, will be released to contractor on or after May 9, 1960; the retained percentage being \$840.31.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 23, 19 60

Section Wasco-Kent Kind of work Rock Production
 Highway Sherman County Sherman Section prefix 28-8308
 Contractor Frank G. Baulne, Inc. Contract number 5601
 Date of contract Jan. 28, 1960 Specified work days 45
 Date work started Mar. 7, 19 60 Work days used 27
 Project authorization \$ 31,668.75 Per cent of time elapsed 60 %
 Exclusive of engineering \$ 29,416.75
 Estimated cost of completed project, exclusive of engineering \$ 28,868.40
 Estimated per cent overrun or underrun - 18.6 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$ 2,252.00
 Engineering cost to date \$ 2,252.00 100 % Date project was completed April 18, 19 60

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Baulne completed crushing on Monday and completed moving out Friday.

We re-measured the stockpiles Tuesday and sent the Semi-Final to

Bend on Thursday.

This is the final report.

CONSTRUCTION DIVISION
RECEIVED

APR 25 1960

NOTED-- ☒ ☒ ☒ ☒
 CE (ACE) ACE COE

NOTED
 JOHN R. OAKES

NOTED
 C. D. PASTERNAK

Signed

Lemon E. Skell

Address Box 420, The Dalles, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			13,000 cy		
Total quantities corrected to date			13,112.3		
Estimated quantities moved or placed to date			13,112.3		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day			1 (1 day)		
Hours per shift			8		
Average force on project for week			9		
Men			5		
Supervision			2		
Men and trucks under 3 tons					
Men and trucks over 3 tons			2		
Men and tractors					

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants 1

Compressors, Bulldozers 2, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	showers	0	
Tuesday	Work Completed		
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
FEB 21 1960

COMMISSIONER
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FOR FILING



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 23, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Frank G. Baulne, Inc.,
P. O. Box 84
Yardley
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5601, awarded January 28, 1960, for the Wasco-Kent Rock Production Project on the Sherman Highway in Sherman County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do
Encl.

RECEIVED
JAN 29 1960

FOR FILING

5601
5601

January 28, 1960

Frank G. Daulne, Inc.
P. O. Box 84
Yardley, Washington

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5601 for the Wasco-Kent Rock Production Project on the Sherman Highway in Sherman County.

This award was based on your bid of \$27,650 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

S-369(3) Ore. Wash. Hwy.-Old Ore. Tr. 1960
Hwy. Sec. of Umatilla-Mission
#5602 Hwy. (grad., oiling, & struc.)

PR-
548
2-29-60

MA
2206
3-16-60

RECEIVED
NOV 1 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 21, 1963

SUBJECT:

To: Mr. A. F. Parson, Division Engineer
Oregon State Highway Department
P. O. Box 850
La Grande, Oregon 97850

This is to advise you that the following section of highway
has been completed and opened to traffic:

Section Oregon-Washington Highway-Old Oregon Trail

Highway Umatilla Mission Highway #331

County Umatilla

Pursuant to an abandonment agreement between the State and
Umatilla County dated January 28, 1960, the County shall
accept jurisdiction over and maintain as part of the county road system
Unit A of the old right-of-way and the State
shall place the old highway in serviceable condition before turning it
over to the county. Units B, C, D, E, & F shall be abandoned to abutting
property owners.

Inasmuch as the Highway Commission will adopt a resolution in
the near future abandoning these portions of old right-of-way to the
county, please contact the county to inspect and correct any deficiencies
in the old highway before it is given to the county.

Lloyd P. Shaw

Lloyd P. Shaw
Assistant State Highway Engineer

cc: I. A. DeFrance
L. C. Smitton, DMS
H. S. Cox

NOTED
LLOYD P. SHAW

5602 2-15-62

Monthly transaction number FEB 20 1962 2-90 FOR FILING Project report number 7	Fo. R-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	State Oregon County Umatilla Project number 8-369(3)
---	---	--

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on March 14, 19 60, is hereby modified as follows:

Revised estimated total cost of project	\$ <u>326,023.00</u>
Revised Federal funds	\$ <u>254,559.00</u>
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 15 day of February, 19 62.

OREGON STATE HIGHWAY DEPARTMENT
 (Official name of Highway Department)

By *J. A. Latham*

ASST State Highway Engineer
 (Title)

By _____

(Title)

By _____

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
 Division Engineer

By: *R. C. Wright*
R. C. Wright
 Administrative Manager

February 13, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of Modification of
Project Agreement, signed by a Highway Official, for the
Oregon-Washington Highway-Old Oregon Trail Highway Section,
Project No. S-369(3).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:lt

Contract No 5602 3-14-60 A

RECEIVED MAR 10 1960 Monthly Transaction No. _____ Project Report No. <u>1-369(3)</u>	For <u>A-2</u> (9-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS FEDERAL-AID PROJECT AGREEMENT	State <u>Oregon</u> County <u>Umatilla</u> Project No. <u>S-369(3)</u>
---	---	---

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

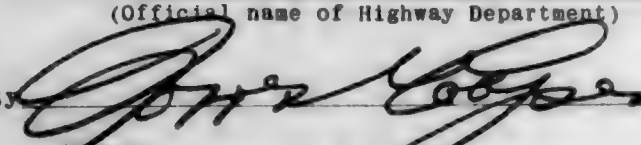
Project termini
**Jct. FA 19 to Jct. FAS 473
(Oregon-Wash. Hwy. Jct.-Mission Section)**

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering	12-24-58	
Rights-of-Way		
Construction	12-24-58	4.5
Other (Specify)		

FUNDS	
Estimated total cost of project \$ 323,679	Federal funds \$ 244,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By: 
State Highway Engineer
(title)

By: _____
(title)

By: _____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By: C. G. Polk
Division Engineer

By: R. O. Wright
Acting Administrative Manager

Date executed by
Division Engineer March 14, 1960

March 10, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Oregon-Washington
Highway-Old Oregon Trail Highway Section, Project No. S-369(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:jb

February 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Oregon-Washington Highway-Old Oregon Trail Highway Section of the Umatilla Mission Highway, Project No. 8-369(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:bb

Oregon State Highway Department

Federal Aid Secondary
Project No. S-369(3)

ONLON-WASHINGTON HIGHWAY-OLD ONLON TRAIL HIGHWAY SECTION

OF THE UMATILLA MISSION HIGHWAY IN UMATILLA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 15, 1960

Type Code P.E.

Preliminary Engineering

All Required \$ 4,000.00

Private Lands

Type Code 5231

Roadway (Private Lands) (Sta. 0+27.86 to Sta. 54+25) (Sta. 93+00 to Sta. 119+43)
(Sta. 128+30 to Sta. 198+90) (Sta. 224+68 to Sta. 251+04)
(Contract No. 5602)

Clearing and Grubbing	All Required (70%)	\$ 2,100.00
Drainage Excavation, Unclassified	350 cu. yds. 83.00	1,050.00
General Excavation, Unclassified	120,000 cu. yds. 0.28	33,600.00
Short Overhaul	331,100 yd. sta. 0.005	1,655.50
Long Overhaul	6,800 C-yd.sta. 0.30	2,040.00
Finishing Roadbed and Slopes	3.08 miles 400.00	1,232.00
Rounding Cutbanks	5,350 lin. ft. 0.10	535.00
72-inch Arch Type Corrugated Metal Pipe	140 lin. ft. 36.00	5,040.00
12-inch Concrete Pipe	540 lin. ft. 2.00	1,080.00
18-inch Concrete Pipe	170 lin. ft. 4.00	680.00
24-inch Concrete Pipe	100 lin. ft. 5.50	550.00
36-inch Concrete Pipe	160 lin. ft. 10.00	1,600.00
6-inch Perforated Metal Drain Pipe	110 lin. ft. 1.40	154.00
Special Backfill in Drains	16 cu. yds. 4.00	64.00
Metal Guard Rail	1,850 lin. ft. 2.75	5,087.50
Guide Posts, Type W-2	100 only 6.00	600.00
Type 1 Fence	90 rods 5.25	472.50
Type 2 Fence	120 rods 6.25	750.00
Coarse Crushed Material in Base	33,200 tons 1.25	41,500.00
3/4" - 0 Material in Base	6,250 tons 1.30	8,125.00
Sprinkling	840 H-gal. 1.50	1,260.00
Preparation of Base	3.08 miles 160.00	492.80
3/4" - 0 Material in Binder Course	350 cu. yds. 2.50	875.00
Furnishing and Placing Aggregates	2,050 tons 2.75	5,637.50
MC-2 Asphalt	58 tons 45.00	2,610.00
120-150 Asphalt	155 tons 44.50	6,897.50
RS-1 Asphalt	44 tons 47.00	2,068.00
Extra for Oiling Approaches	42 only 30.00	1,260.00
		<u>\$129,016.30</u>
Flagging (57 1/2% of Contractor's Cost)	All Required	500.00
Work by UPRR Co. (Raise and Move Spur Track)	All Required	6,000.00
Seeding and Mulching	All Required	1,260.00
Pave Cattle Pass	All Required	170.00
Signing	All Required	550.00

Oregon State Highway Department

-2-

Federal Aid Secondary
Project No. S-369(3)

Work by Pacific N. W. Pipe Line	All Required	\$	\$ 5,000.00
Work by City of Pendleton (Water Line)	All Required		3,000.00
Work by Pacific Tel. & Tel. Co.	All Required		100.00
Work by Pacific Power & Light Co.	All Required		1,200.00
Work by Eastern Oregon Electric Co-op.	All Required		500.00

Subtotal	\$147,296.30
10% Engr. & Cont.	14,729.70
Total	\$162,026.00

Flashing RR Crossing Signals (UPRR Co.)	All Required	\$	\$ 7,300.00
---	--------------	----	-------------

Subtotal	\$ 7,300.00
10% Engr. & Cont.	700.00
Total	\$ 8,000.00

Trust Patent LandsType Code 5231Roadway (Trust Patent Lands) (Sta. 54+25 to Sta. 93+00) (Sta. 119+43 to Sta. 128+30) (Sta. 198+90 to Sta. 225+68) (Contract No. 5602)

Clearing and Grubbing	All Required (30%)	\$	\$ 900.00
Drainage Excavation, Unclassified	70 cu. yds.	53.00	210.00
General Excavation, Unclassified	46,900 cu. yds.	0.28	13,692.00
Short Overhaul	179,300 yd. sta.	0.005	896.50
Long Overhaul	2,900 C-yd. sta.	0.30	870.00
Finishing Roadbed and Slopes	1.37 miles	400.00	548.00
Rounding Cutbanks	1,150 lin. ft.	0.10	115.00
78-inch Corrugated Metal Pipe	110 lin. ft.	42.00	4,620.00
72-inch Arch Type Corrugated Metal Pipe	150 lin. ft.	36.00	5,400.00
18-inch Concrete Pipe	190 lin. ft.	4.00	760.00
24-inch Concrete Pipe	140 lin. ft.	5.50	770.00
Metal Guard Rail	1,050 lin. ft.	2.75	2,887.50
Guide Posts, Type N-2	60 only	6.00	360.00
Type 1 Fence	310 rods	5.25	1,627.50
Type 2 Fence	390 rods	6.25	2,437.50
Coarse Crushed Material in Base	15,300 tons	1.25	19,125.00
3/4" - 0 Material in Base	2,650 tons	1.30	3,445.00
Sprinkling	360 M-gal.	1.50	540.00
Preparation of Base	1.37 miles	160.00	219.20
3/4" - 0 Material in Binder Course	150 cu. yds.	2.50	375.00
Furnishing and Placing Aggregates	850 tons	2.75	2,337.50
MC-2 Asphalt	26 tons	45.00	1,170.00
120-150 Asphalt	65 tons	44.50	2,892.50
RS-1 Asphalt	20 tons	47.00	940.00
Extra for Oiling Approaches	8 only	30.00	240.00

Subtotal	\$ 67,378.20
10% Engr. & Cont.	6,737.80
Total	\$ 74,116.00

Type Code X021Umatilla River Bridge (Sta. 118+60 to Sta. 121+52) (Contract No. 5602)Private Lands (Sta. 118+60 to Sta. 119+43)

Remove Old Bridge	All Required (30%)	\$ 600.00
Structural Excavation	85 cu. yds. @6.00	510.00
Class "A" Concrete	All Required (30%)	13,800.00
Metal Reinforcement	All Required (30%)	5,700.00
8-inch Metal Drain Pipe	40 lin. ft. @4.00	160.00
	Subtotal	\$ 20,770.00
	10% Engr. & Cont.	2,077.00
	Total	\$ 22,847.00

Trust Patent Lands (Sta. 119+43 to Sta. 121+52)

Remove Old Bridge	All Required (70%)	\$ 1,400.00
Structural Excavation	140 cu. yds. @6.00	840.00
Class "A" Concrete	All Required (70%)	32,200.00
Metal Reinforcement	All Required (70%)	13,300.00
8-inch Metal Drain Pipe	40 lin. ft. @4.00	160.00
	Subtotal	\$ 47,900.00
	10% Engr. & Cont.	4,790.00
	Total	\$ 52,690.00

Length of Roadway (Private Lands) - - 3.079 Miles
 Length of Roadway (Trust Patent Lands) 1.370 Miles
 Length of 1 Structure - - - - - 0.055 Mile
 Total Length - - - - - 4.504 Miles
 Cost of Roadway Per Mi. (Private Lands) \$55,221.17
 Cost of Roadway Per Mi. (Trust Patent
 Lands) - - - - - \$54,099.27

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>	<u>RR Funds</u>
Preliminary Engineering	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	
<u>Roadway:</u>				
Private Lands	\$162,026.00	\$ 97,084.00	\$64,942.00	\$ - -
Trust Patent Lands	74,116.00	74,116.00	- -	- -
RR Signals	8,000.00	4,800.00	2,400.00	800.00
	\$244,142.00	\$176,000.00	\$67,342.00	\$800.00

Oregon State Highway Department

-4-

Federal Aid Secondary
Project No. S-369(3)

SUMMARY OF FUNDS - Cont'd.

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>	<u>RR Funds</u>
<u>Structure:</u>				
Private Lands	\$ 22,847.00	\$ 13,310.00	\$ 9,537.00	\$ - -
*Trust Patent Lands	<u>52,690.00</u>	<u>52,690.00</u>	<u> </u>	<u>- -</u>
	\$ 75,537.00	\$ 66,000.00	\$ 9,537.00	\$ - -
Total	<u>\$323,679.00</u>	<u>\$244,000.00</u>	<u>\$78,879.00</u>	<u>\$800.00</u>

*Prorated on Length

State Funds for Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.

State Funds for Maint.: Chap. 529, Laws 1939.

RECEIVED
JAN 16 1962

FOR FILING

(3)

5602

January 15, 1962

12

El Paso Natural Gas Company
P. O. Box 1492
El Paso, Texas

Attention: William E. Stoen
Staff Assistant

Re: Damage to El Paso Natural
Gas Pipe Line
Guadalupe-Mission Highway
Guadalupe County

Gentlemen:

Re-examination of your claim for damage to your pipe on
this project has been made. The facts as determined are:

1. The existing pipe line had a cover of approxi-
mately three feet.
2. The cattle guard which was not shown on the
project plans had a depth to bottom of the
footings of 2' 11 $\frac{1}{4}$ ".
3. The cattle guard was staked directly on top of
the pipe by our resident engineer.

It is therefore determined that it is the obligation of the
State and not the contractor to pay for the damage done. Please re-
submit your bill to Mr. John H. Walker, Resident Engineer, P. O.
Box 459, Pendleton, Oregon, who will prepare the necessary forms for
payment.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

D. L. Porter
Assistant Highway Engineer

CHB:fp-ajw

cc Forrest Cooper
F. D. Morgan
C. H. Nelson
A. F. Parsons
L. H. Young
John H. Walker

El Paso Natural Gas Company

El Paso, Texas

December 28, 1961

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

Last April 20, we transmitted to your office an Invoice in the amount of \$1,296.64, which sum represents our cost incurred in the repairing of our pipe line which was damaged by the Rogers Construction Company while they, acting as Agent for the State, were installing a cattle guard for an access road to the Umatilla-Mission Highway.

Your office, by letter of May 8, 1961 a copy of which was sent to this office, transmitted your file in this matter to the Rogers Construction Company indicating that the matter was their responsibility.

Rogers Construction Company was then subsequently written under date of October 27, 1961, inquiring into the status of our claim. Under date of October 30, 1961, Rogers Construction Company replied and a copy of their reply is attached hereto, stating that the responsibility appeared to be that of the Oregon State Highway Department.

We will greatly appreciate it if you will take this matter under advisement and perhaps through your negotiation with Rogers Construction Company, it can be determined where the liability lies in this matter. If for any reason you should care to discuss this matter further, please do not hesitate to advise the undersigned.

Very truly yours,

REFERRED TO

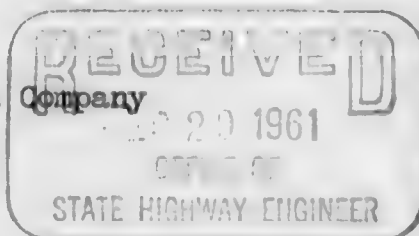
Parson

William E. Steen

William E. Steen
Staff Assistant
Right of Way Department

WES/ps
Enclosures

cc: Rogers Construction Company



W. R. ROGERS
DONALD C. ROGERS

ROGERS CONSTRUCTION CO.
General Road Contractors

Wall 2250



1760 N. E. GLISAN STREET
PORTLAND 20, OREGON



October 30, 1961

El Paso Natural Gas Company
P. O. Box 1492
El Paso, Texas

Re: Job No. 116

Gentlemen:

Reference is herewith made to your letter of October 27, 1961 referring to damage to your 22" pipe line in Umatilla County, Oregon.

Damage referred to appears to be the responsibility of the Oregon State Highway Department, therefore, your correspondence should be forwarded to them.

Very truly yours,

ROGERS CONSTRUCTION CO.

Norman N. Glenn
Norman N. Glenn

NNG/bc

11-6-61

Calvin RG - he stated
that the damage was done
& advise what should be
done!

October 27, 1961

Rogers Construction Company
11760 N.E. Glisan Street
Portland, Oregon

Gentlemen:

Reference is herewith made to that letter directed to you dated May 8, 1961 from the State Highway Department, for the State of Oregon, by which they transmitted to you their file regarding damage done to our 22" pipe line in Umatilla County, Oregon while you were working on the Umatilla-Mission Highway.

It is our understanding that along with the file, which was transmitted to you, that there was included a copy of our invoice PUC-963 under our W/O 2458 in the amount of \$1,296.64 which represents the expenses incurred in repairing our facilities.

If you wish a revised billing in your name, or wish for us to further elaborate on the extent of our claim, please advise in reply.

Very truly yours,

Original Signed

WILLIAM E. STEEN
William E. Steen
Staff Assistant
Right of Way Department

WES/ps

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 8, 1961



Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

I transmit to you herewith a file which was handed to us by the El Paso Natural Gas Company which has to do with some alleged damages occasioned by your work on the Umatilla-Mission Highway.

It would appear that this matter should have been taken up with you. I assume that you will communicate with the El Paso Natural Gas Company.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc El Paso Natural Gas Company
El Paso, Texas

April 20, 1961



Oregon State Highway Department
Mr. John H. Walker
P. O. Box 459
Pendleton, Oregon

Dear Mr. Walker:

Enclosed for your further handling are four copies of our invoice for cost incurred in repairing the damages to our 22-inch line caused by Rogers Construction Company on or about July 1, 1960 while installing a cattle guard for an access road to the Dentilla-Mission Highway.

Should you desire any additional information please contact this office.

Very truly yours,

EL PASO NATURAL GAS COMPANY

Thell B. Fowler
District No. 7 Superintendent

TBF:da

Enclosures

cc: Mr. A. E. McElroy
Mr. C. E. Oakes

RECEIVED
JAN 15 1962

COMMISSIONERS
M. H. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 12, 1962

File

5602

Rogers Construction Company
11760 N. E. Glisan Street
Portland 20, Oregon

Attention: Mr. Charles McInroe

Re: Union Pacific Flagging Charges
Umatilla - Mission Section-
Contract No. 5602

Gentlemen:

The final estimate on contract No. 5489 will be processed within the next few days.

However, our invoice in the amount of \$921.03 representing protective services provided by the Union Pacific Railroad Company under contract No. 5602 is still unpaid. Unless we receive payment in this amount, it will be deducted from the final estimate, contract No. 5489.

Very truly yours,

FORREST COOPER
State Highway Engineer

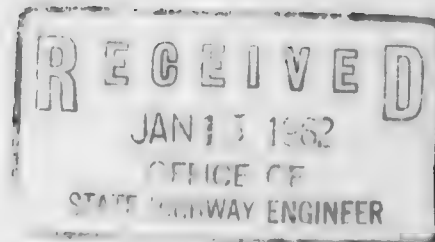
By:

C. H. Maison
Auditor

CHM:jc

cc: R. L. Porter
L. H. Young
Duane Wolfe
John Herr

NOTED
R. L. PORTER



RECEIVED
JUL 27 1961

M. K. MCIVER, CHAIRMAN
FOR FILING
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 25, 1961

FLOYD QUERY, SECRETARY SALEM 5-317131
5602

Rogers Construction Company
11760 N. E. Glisan Street
Portland 20, Oregon

Attention: Mr. Charles McInroe

Re: Union Pacific Flagging Charges
Umatilla - Mission Section -
Contract No. 5602

Gentlemen:

After receiving your letter of July 7, 1961, relative to flagging charges on the above mentioned contract, an audit of the field records was made in the Union Pacific Railroad office in Portland. The following breakdown was obtained from the distribution of track labor for flagging work performed for Rogers Construction Company.

<u>Section Gang</u>	<u>Month</u>	<u>Day</u>	<u>Hours</u>
217	June	13	10
		14	10.5
		24	2
217	August	9	16.5
		10	11
		11	11
		12	11
		15	11
		16	12.5
		17	16.5
		18	16
		19	16.5
		20	31
		22	16
		23	16
		24	16
		25	16.5
		26	24.5
		28	17.5
		29	16.5
		30	4.5
		31	3.5

NOTED
RECEIVED

Rogers Construction Company
Page 2
July 25, 1961

<u>Section Gang</u>	<u>Month</u>	<u>Day</u>	<u>Hours</u>
217	September	1	17.5
		2	2
		3	<u>7.5</u>
	Total Hours		333.5

In as much as the field records of the Union Pacific Railroad support their billing to us and we have paid them on that basis, we do not feel that we are being arbitrary in this matter by expecting reimbursement from the contractor for flagging charges as set forth on our invoices.

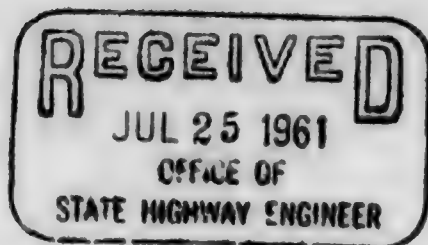
Very truly yours,

W. C. Williams
State Highway Engineer

By:
C. H. Maison
Auditor

CHM:je

cc: Forrest Cooper ✓
Duane Wolfe



COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIEDLY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



Rogers Construction Company
11760 N. E. Glisan Street
Portland 20, Oregon

Attention: Mr. Charles McInroe

Re: Union Pacific Flagging Charges
Umatilla - Mission Section -
Contract No. 5602

Gentlemen:

This is in reply to your letter of May 27, 1961, relative to our invoices 68816 and 69749 in the aggregate amount of \$921.03 for flagging charges on the above-mentioned contract.

In accordance with the terms of the contract, the cost of protective services provided by the Railroad are to be borne by the contractor. A copy of the Railroad Company billing supporting our invoices to you clearly sets forth the cost of the protective services provided.

We are obligated to pay the Railroad Company for their costs and therefore have no alternative but to expect reimbursement from the contractor for the entire cost of the protective services.

Very truly yours,

W. C. Williams
State Highway Engineer

By: C. H. Maison
Auditor

CHM 810

cc: ✓ Forrest Cooper
R. L. Porter
Tom Edwards
A. F. Parson
John H. Walker
Duane F. Wolfe

NOTED
FORREST COOPER

RECEIVED
JUN 2 1961
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 9 1961

FOR FILING

S-369(3)
560%

May 8, 1961

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

I transmit to you herewith a file which was handed to us by the El Paso Natural Gas Company which has to do with some alleged damages occasioned by your work on the Umatilla-Mission Highway.

It would appear that this matter should have been taken up with you. I assume that you will communicate with the El Paso Natural Gas Company.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc El Paso Natural Gas Company
El Paso, Texas

Mr. Forrest Cooper

FC:fn

RECEIVED
MAY 5 1961

FOR FILING

S-369(3)
5602

May 4, 1961

El Paso Natural Gas Company
El Paso,
Texas

Attention: Thell B. Fowler
District Superintendent

Dear Mr. Fowler:

This is to acknowledge your letter of April 27, received in our office May 2, concerning damages to your 22-inch pipeline caused by Rogers Construction Co. while installing a cattle guard for an access road to the Umatilla-Mission Highway.

Your letter and the copies of the invoice attached to your letter are being forwarded to the State Highway Engineer for such investigation and action as may be required.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FQimb

cc: W. C. Williams

El Paso Natural Gas Company

El Paso, Texas

April 27, 1961

State of Oregon
State Highway Dept.
Mr. Floyd Query, Secretary
State Highway Building
Salem, Oregon

Dear Mr. Query:

Enclosed are four copies of our invoice for cost incurred in repairing the damages to our 22-inch pipeline caused by Rogers Construction Co. while installing a cattle guard for an access road to the Umatilla-Mission Highway.

On the date the damages occurred Rogers Construction Co. was the constructing contractor on the above mentioned Highway section subject to State Highway Department Engineering and Inspection. Therefore it is our opinion that the State Highway Department be held responsible for payment of the enclosed invoice.

Very truly yours,
EL PASO NATURAL GAS CO.

Thell B. Fowler
Thell B. Fowler
District Superintendent

TBF:dm

cc: H. P. Logan
A. E. McElroy
C. E. Oakes
H. W. Root



RECEIVED
APR 17 1961

FOR FILING

2-369(3)
5602

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

April 14, 1961

To: MEMORANDUM

SUBJECT: Utility Billing - Final Voucher
Oregon Project 3 369 (3)
El Paso Natural Gas Co.

A courtesy audit was performed by the Bureau of Public Roads on the bill submitted by the El Paso Natural Gas Company.

No citations were made on this bill. The total amount \$3,122.48 is claimed as eligible for Federal Participation in accordance with PPM 30-4.

C. H. Maison

C. H. Maison
Auditor

DFW:hs

R. L. Porter (2)
General Files

RECEIVED

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 10, 1964

5602
C. C. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Utility Billing - Final Voucher
Oregon Project 3 369 (3)
El Paso Natural Gas Company

Dear Sir:

Attached is a bill from the El Paso Natural Gas Company for the protection of their facilities due to construction on the Old Oregon Trail Section of the Umatilla Mission Highway. A courtesy audit by the Bureau of Public Roads is requested on this billing since the records of the El Paso Natural Gas Company are located in El Paso, Texas.

The total amount of this bill, \$3,122.48, has been paid to the El Paso Natural Gas Company by the State of Oregon.

Copies of the agreement between the utility and the State, the authorization to proceed with the work, the authorization to enter into a contract and the original estimate will be furnished to the Bureau of Public Roads upon request.

Very truly yours,

W. C. Williams
State Highway Engineer

By:
C. H. Nelson
Auditor

DPW:ms

Attachment

cc: H. L. Porter (2)
Carl Smith
General Files ✓

RECEIVED
DEC 23 1960

FOR FILING

S-269 (1)

5602

December 22, 1960

The Fidelity & Casualty Co. of N. Y.
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

State Highway contract #5602 for grading-cilling-structure on the Oregon-Washington Hwy. - Old Oregon Trail Hwy. Section of the Umatilla Mission Secondary Highway in Umatilla County was completed by the contractor, Rogers Const. Co., on October 3, 1960, and was formally accepted by the Highway Commission on November 3, 1960.

Final payment in the amount of \$8,194.77 will be released to the contractor on or after December 30, 1960. The total contract amount is \$266,111.65, of which amount \$580.51 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: The Fidelity & Casualty Co. of N. Y.
McGovern-Carroll Co.,
527 Payton Bldg.,
Spokane 1, Washington

cc: Rogers Const. Co.,
11760 NE Olisan St.,
Portland 16, Oregon

RECEIVED
DEC 14 1960

FOR FILING

1-369 (2)
5602

December 13, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Oregon Washington Highway
Old Oregon Trail Highway Section
Umatilla Mission Highway
Contract No. 5602
Project No. S-369(3)

Dear Sir:

This is to advise you that seeding and mulching on the
subject project, authorized under Order for State Force Work No. 6,
was completed October 12, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By:

R. L. Porter
Office Engineer

DBP:lt

RECEIVED
DEC 2 - 1960

FOR FILING

1-369 (2)
5602

December 1, 1960

Rogers Construction Co.
11760 N. E. Glisan Street
Portland 16, Oregon

Gentlemen:

We are in the process of preparing the final voucher on the Oregon-Washington Highway-Old Oregon Trail Highway Section of the Umatilla Mission Road in Umatilla County, Contract No. 5602.

The contract provides that the costs of railroad flagging shall be deducted from progress and final estimates. We have been informed by our Resident Engineer that you have arranged to pay these costs directly to the Railroad Company.

If you will sign the acknowledgement on the attached letter and return it to us we will release the entire amount due on the final estimate.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

December 1, 1960

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Attention Mr. R. L. Porter

Gentlemen:

Referring to your letter of December 1, 1960, we acknowledge our indebtedness and obligation to pay for railroad protection flagging under our Contract No. 5602, Oregon Washington Highway-Old Oregon Trail Highway Section of the Umatilla Mission Highway in Umatilla County. Reimbursement will be made to the Union Pacific Railroad upon receipt of invoices.

Very truly yours,

Rogers Construction Co.

By _____

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Pendleton, Oregon

Oct. 28, 1960

SUBJECT:

To: Mr. D.B. Parkes
Contract Payments Engineer
Oregon State Highway Dept.
Salem, Oregon

Railroad Protection
Ore.Wash. Hwy - Old Ore Trail Hwy
Umatilla County
Contract No. 5602

The Contract was completed October 3, 1960.
Railroad employees were used as flagmen during the times of hauling across the tracks during the construction of the project.
Following are the best answers I can give to the questions you have asked in your letter of Oct. 13, 1960.

1. It is my understanding that charges by the railroad for flagmen at their tracks are to be borne by the Contractor according to Specifications. I have contacted the Contractor and he has instructed the U.P. Railroad to send the charges for the flagging to his company for payment and on receipt will send the payments to the Railroad Company.
2. The Railroad flagging charges are not obtainable at this time. The Railroad Company had a flagman at the crossing for approximately two weeks time at intervals as needed while contract equipment was crossing the tracks.
3. No payments have been made to the Railroad as of this date by the Contractor due to no billing for the flagging having been recieved.

I estimate that probably the railroad flagging charges to the Contractor will probably amount to around \$ 300.00.

cc; A.F. Farson

John H. Walker
John H. Walker
Resident Engineer

RECEIVED
NOV - 3 1960

FOR FILING

5602

November 3, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Our contract work on the Umatilla-Mission Secondary Highway was completed on October 3, 1960. This contract involved crossing of your tracks at Mission Station in Umatilla County, and undoubtedly there will be flagging costs which would be billed back against the contractor.

In order that we may pay the final estimate on this job, it would be appreciated if you would expedite any Railroad billing in connection with this contract.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. S. Paxson
Assistant State Highway Engineer

CEP:mas

cc to: Mr. R. M. Brown
Mr. W. C. Williams

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 28, 1960Section Ore.-Wash. Hwy.-Old Ore. Trail Hwy.Kind of work Grading, Oiling & StructureHighway Umatilla Mission County UmatillaSection prefix 130-1077Contractor Rogers Construction Co.Contract number 5602Date of contract January 28, 1960Specified work days 126Date work started February 9, 1960Work days used 122Project authorization \$ 328,229.44Per cent of time elapsed 96.8 %Exclusive of engineering \$ 304,888.68Estimated cost of completed project, exclusive of engineering \$ 290,763.61Estimated per cent ~~underrun~~ underrun 4.7 %Per cent of contract completed, based on estimated cost 100 %Engineering authorization \$ 23,340.76Engineering cost to date \$ 22,119.47, 94.8 % Date project was completed October 3, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

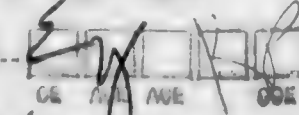
The semi-final estimate for this project was completed and sent to the La Grande Division Office on Friday of this week.

This will be the final report for this project unless further checking is required.

NOTED
JOHN R. OAKES

NOTED
M. N. JUVES

DIVISION
RECEIVED
OCT 31 1960

NOTED 

Signed 

Address Resident Engineer-Pendleton, Oregon

NOTED

C. F. RAUGEN

Mail original copy to ~~Salem~~ and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	4.45	4.45		4.45	
Miles partially completed					
Miles completed	4.45	4.45		4.45	
Total estimated quantities (contract)	168,900 CY	57,400 Ton		3400 CY Aggr. 368 Ton Asph.	
Total quantities corrected to date	169,163.1 CY	56,735.92 Ton		3470 CY Aggr. 354.57 Ton Asph.	
Estimated quantities moved or placed to date	169,163.1 CY	56,735.92 Ton		3470 CY Aggr. 354.57 Ton Asph.	
Average daily quantities This wk.	0	0		0	
Average daily quantities necessary to complete project on time	0	0		0	
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, . . . : . . . , . . . , . . .

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Showers-Pt. fair		
Tuesday	Fair-Pt. cloudy		
Wednesday	Rain-Showers		
Thursday	Cloudy-rain		
Friday	Cloudy-showers		
Saturday			

RECEIVED
OCT 13 1960

FOR FILING

5-319 (3)
5612

October 17, 1960

The Fidelity & Casualty Co. of N. Y.
160 Pine Street
San Francisco 11
California

Gentlemen:

It is the intention of the State Highway Commission to release to Rogers Const. Co., a portion of the funds heretofore retained by the Commission on contract #5602 for grading-cilling-structure on the Oregon-Washington Hwy. - Old Oregon Trail Hwy. Section of the Umatilla Mission Secondary Highway in Umatilla County.

This payment, in the amount of \$17,209.56, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$7,962.96. The present payment will be released on or after October 27, 1960.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: The Fidelity & Casualty Co. of N. Y.
McGovern-Carroll Company
527 Payton Bldg.,
Spokane 1, Washington

RECEIVED
OCT 5 - 1960

FOR FILING

8-369(3)
5602

October 5, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on
October 3, 1960, on Contract No. 5602, Oregon-Washington Hwy.-
Old Oregon Trail Hwy. Section, in Umatilla County, in connec-
tion with Federal Aid Project No. 8-369(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By *JAH*

R. L. Porter
Office Engineer

DBP:jb

cc: Clarence G. Swenson

RECEIVED
JUL - 3 1960

FOR FILING

1-369(-)
5602

July 7, 1960

Mr. C. G. Fells
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 6, Account No. 224-238, covering seeding and mulching on the Oregon-Washington Highway-Old Oregon Trail Highway Section of the Umatilla-Wheeler Highway in Umatilla County, Contract No. 5602, in connection with Federal Aid Project No. 2-369(3).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PSN 21-4.3 is requested.

The total estimated amount of the order is \$1,260, with Federal participation of \$760.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DEP:sw

RECEIVED
FORM E-20X-50M-2-55-1960
1960

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salon, Oregon

June 14, 1960

To:

MEMORANDUM

SUBJECT: Utility Billing - Final Voucher
Oregon Project 3 - 369 (3)
Eastern Oregon Electric Cooperative

A 100 % audit has been made of the Utility bill submitted by the Eastern Oregon Electric Cooperative, Oregon Project 3-369 (3), in accordance with the provisions of the Approved Secondary Road Plan (unqualified approval).

No citations were made on this bill. The total amount, \$543.61, as claimed by the Eastern Oregon Electric Cooperative is approved for payment, as substantiated by audit work papers, and claimed as eligible for Federal Participation in accordance with PPM 30-4, Bureau of Public Roads.

C. H. Maison
Auditor

cc:
Bureau of Public Roads
R. L. Porter (2)
Carl Smith
General Files

RECEIVED
APR - 5 1960

FOR FILING

8-369(3)
5602

April 5, 1960

Mr. Ray Rogers
Rogers Construction Co.
11760 N. E. Glisan Street
Portland 20, Oregon

Dear Mr. Rogers:

I have carefully studied your letter of March 31 having reference to the mailing of warrants covering estimates on highway contracts. I am well aware of the aggravating situation in January of 1958, when two checks totaling \$122,727.52, payable to you, were lost in the mail. I know that you were put to considerable expense to straighten the matter out. This, however, is a matter beyond my control, as the state law requires posting of a bond in such instances and could only be changed by an act of the legislature. I do not believe such a move would gain favor with the legislature either.

As to the mailing of a warrant erroneously to C. H. Strong Engineering & Construction Company, I am attaching a copy of a letter addressed to me by Auditor C. H. Maison. Mr. Maison frankly admits that somewhere we made an error but does not believe it will ever happen again.

I appreciate your concern in these matters and want you to know that we will do the best we can to avoid such unfortunate circumstances in the future.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:ms

Enclosure

cc Mr. Forrest Cooper
Mr. C. H. Maison

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

April 5, 1960

SUBJECT: Contract 5602 - Warrant mailed
erroneously

To: W. C. Williams
Building

Our warrant in the amount of \$2,587.50, drawn in favor of Rogers Construction Company, covering Estimate No. 1 of Contract 5602 was mailed on March 30, 1960. On the same day, our warrant in the amount of \$37,260.00, drawn in favor of C. H. Strong Engineering and Construction Company, covering Estimate No. 2 on Contract 5542 was mailed.

Only warrants in the amount of \$25,000.00 or more are sent by certified mail. I can only assume that inadvertently the warrant for Rogers Construction Company was mailed in the same envelope as the warrant covering the C. H. Strong contract. Double checks are made before mailing warrants of any type ---- we must have goofed. To the best of my knowledge, this is the first time warrants covering estimate payments have been mailed to the wrong party, and I doubt very much if it will happen again.

In regard to Mr. Roger's warrants that were lost in transit in January, 1958 ---- Our statutes provide that an indemnity bond must be issued in the event of a lost or destroyed warrant. This procedure must be followed before a duplicate check can be issued. I am sure you will recall this particular case as Mr. Reynolds was instrumental in obtaining the bond for Rogers Construction Company at a reduced rate.

C. H. Maison

C. H. Maison
Auditor

CHM:hs

W. R. ROGERS
DONALD C. ROGERS

ROGERS CONSTRUCTION CO.

General Road Contractors

NOTED
W. C. WILLIAMS



11760 N. E. GLISAN STREET
PORTLAND 20, OREGON
March 31, 1960

Mr. W. C. Williams
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

I hate to bother you with small matters but I know you are always interested in learning about unnecessary costs to the State Highway Department and I relate the following facts to you because I do not feel that my firm is a unique case.

Our Estimate No. 1 on the Oregon-Washington Hwy.- Old Oregon Trail Hwy. Section of the Umatilla Mission Highway (State Contract No. 5602) was erroneously mailed to C. H. Strong Engineering & Construction, Eugene, Oregon who were kind enough to forward it to us. If Mr. Strong had not shown us this courtesy, the State would assume that we had received and lost it and it would be our responsibility to disprove it at an additional expense to us.

I believe our point on additional expense/costs can best be illustrated by the example of what happened to us a couple years ago.

In January 1958, two estimate checks totaling \$122,727.52 were supposed to have been mailed to us by the Secretary of State. When it was discovered these checks had been lost, we were informed by the Highway Department that the only way the Secretary of State would issue duplicate checks was by our furnishing the State with a bond.

We engaged our attorney to see what could be done about this and incurred attorney's fees of approximately \$300.00. Our first quotation on the required bond was \$2500.00 and we finally were able to secure it for approximately \$552.00. In the ordinary course of events, we would have received the checks around January 22 however we did not receive them until March 4 and March 15 so we had to pay additional interest of \$1203.16 on this money. (Reminds me of a luckless prisoner being declared guilty without trial and having

Mr. W. C. Williams
March 31, 1960
Page 2

to pay the penalty which in this case is dollars and cents.)

Dutch, on a 50,000 yard crushing job, this would increase our costs about \$.0411 a yard.

I have no suggestions to make but I do believe in instances where the payment is lost, as in this case, there should be some method devised whereby we could obtain the monies due to us without any additional cost to the contractor. I am sure you will agree this is a problem which should be faced because it could become quite a cost factor.

Hoping to see you in the near future and with best personal regards,
I am

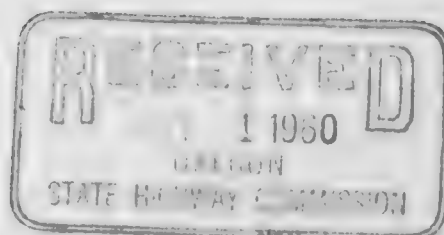
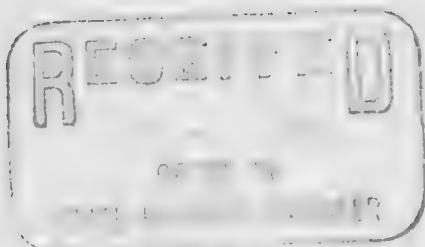
Very truly yours,

ROGERS CONSTRUCTION CO.



W. R. Rogers

WRR:ec



RECEIVED
MAR 23 1960

FOR FILING

S-369(3)
5602

Salem, Oregon
March 22, 1960

Agreement with City of
Pendleton

Mr. Tom Edwards

Herewith for your files a copy of the agreement
covering the protection of the Pendleton city water line where
we cross it with the Umatilla-Mission Secondary Highway.

G. S. Paxson

GSP:gn
Attach.

cc Mr. W. C. Williams
Mr. A. F. Parson

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 16, 1960

REFERRED TO
Paxson
By State Highway Engineer

SUBJECT: Agenda Item 5-f

To:

Mr. W. C. Williams
State Highway Engineer
Office

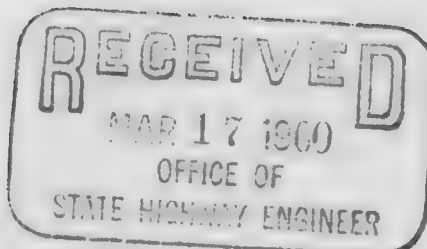
Attention: Mr. G. S. Paxson
Ass't. State Highway Engineer

Attached are two conformed copies of an agreement with the City of Pendleton covering the protection of its water line where it will be crossed by the Umatilla-Mission Secondary Highway.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Pendleton, Oregon.

Floyd Query
Secretary

rn
Attach: 2



RECEIVED
APR 12 1960

FOR FILING

S-267(2)
5/6/60

Salem, Oregon
March 16, 1960

Agenda Item 5-f

Mr. W. C. Williams
State Highway Engineer
Office

MISC. CONTRACTS and
AGREEMENTS No. 2206

Attention: Mr. G. S. Paxson
Ass't. State Highway Engineer

Attached are two conformed copies of an agreement with the City of Pendleton covering the protection of its water line where it will be crossed by the Umatilla-Mission Secondary Highway.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Pendleton, Oregon.

Secretary

rn
Attach: 2

OREGON STATE HIGHWAY DEPARTMENT

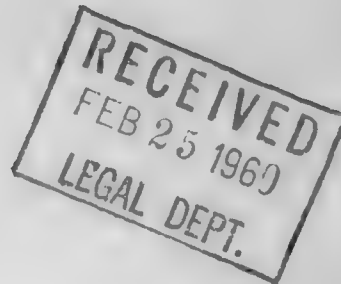
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 24, 1960

SUBJECT:

To: Mr. Leonard I. Lindas



Herewith four copies of an agreement between the State and the City of Pendleton covering the protection of its water line where it will be crossed by the Mission Secondary Highway.

The terms are in accordance with our conferences with the City and the agreement has been signed by the City. If it meets with your approval, will you please endorse it and forward it to Mr. Query for presentation to the Highway Commission.

G. S. Paxson
G. S. Paxson

Enclosure

GSP:ae

cc to: Mr. Floyd Query

REFERRED 2/25/60
TO *Query*
FOR *Report*
LEONARD I. LINDAS
[Signature]

REFERRED 2/25/60
TO *Query*
FOR *Comm Action*
LEONARD I. LINDAS

RECEIVED
MAR 17 1960

FOR FILING

369(3)

562

March 16, 1960

Marjorie E. Dagwell, City Recorder
City Hall
Pendleton, Oregon

Dear Madam:

We are enclosing for the records and files of the City of Pendleton a fully executed copy of an agreement between the State Highway Commission and the City of Pendleton covering the protection of its water line where it will be crossed by the Umatilla-Mission Secondary Highway.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

FORM E-123

RECEIVED
MAR 3 1960

COMMISSIONERS

FOR FILING

M. K. McIVER, MEMBER
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN W. JACKSON, MEMBER
MEDFORD

FLOYD QUERRY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT

SALEM

March 3, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Rogers Construction Co.,
11760 NE Olisan Street
Portland 20
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5602, awarded January 28, 1960, for grading-cilling-structure on the Oregon-Washington Hwy.-Old Oregon Trail Hwy. Section of the Umatilla Mission Secondary Highway in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
MAR 1 1960 22128

FOR FILING

8369 (2)
5602

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 29, 1960

To:

Memo to the Files

SUBJECT: Old Oregon Trail Highway-
Oregon-Washington Highway Section
Umatilla Mission Highway

RAILROAD COMPANIES
FILE No. 548

Discussed with Glenn Paxson last week the status of the agreement between the Highway Department and the Union Pacific Railroad.

The P.U.C. order has been issued on this and the allocation of costs set forth in the order.

Mr. Paxson advised this date that he had contacted the Union Pacific in the person of Mr. Baysinger and that an agreement would be forthcoming within two weeks so that we could proceed with the change of the railroad facilities immediately following the agreement. This involves changing the grade of a side track and rearrangement of the signal and Western Union wiring.

The Railroad assured Mr. Paxson they would get to the chore of getting these changes made as soon as said agreement was entered into.

Tom Edwards
Construction Engineer

By *L. H. Young*
L. H. Young
Assistant Construction Engineer

LHY:fp

cc Forrest Cooper ✓
G. S. Paxson
A. F. Parson

NOTED
FORREST COOPER

RECEIVED
MAR - 1 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 25 1960

FOR FILING

1.369(3)

5602

February 25, 1960

Oregon State Highway Commission

Gentlemen:

There will be an agreement before you for your consideration at the next Highway Commission meeting between the State and the City of Pendleton. In the reconstruction of the Mission Secondary Highway, we cross the City's water line and this agreement provides for the protection of the line at the point of crossing.

I would recommend your approval of the agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. G. S. Paxson

GSP: as

RECEIVED
FEB 26 1960

FOR FILING

S-369(3)
5602

Salem, Oregon
February 24, 1960

Mr. Leonard I. Lindas .

Herewith four copies of an agreement between the State and the City of Pendleton covering the protection of its water line where it will be crossed by the Mission Secondary Highway.

The terms are in accordance with our conferences with the City and the agreement has been signed by the City. If it meets with your approval, will you please endorse it and forward it to Mr. Query for presentation to the Highway Commission.

G. S. Paxson

Enclosure

GSP:ae

cc to: Mr. Floyd Query

Mr. Tom Edwards (with City's Resolution No. 429)

THE CITY OF PENDLETON

OFFICE OF
THE CITY MANAGER

P. O. Box 397
PENDLETON, OREGON
February 17, 1960

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Enclosed are four signed copies of an agreement between the City of Pendleton and the Oregon State Highway Department, concerning reconstruction and protection of that portion of the main water supply line, crossing the Umatilla-Mission Highway. Additional exhibits requested are also enclosed, consisting of Description of the Work, Work Schedule, Cost Estimate, and Construction Drawing and Specifications, and Resolution No. 429.

It would be appreciated if two completed copies were returned for our permanent files.

Very truly yours,

Andrew J. Browning
Andrew J. Browning
City Manager

Enclosure: Agreement with exhibits

cc: John H. Walker
Oregon State Highway Department
Pendleton, Oregon



The World's Round-Up City



RECEIVED
EB 16 1960

FOR FILING

S. 369(3)
5602

February 15, 1960

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on
February 9, 1960, on Contract No. 5602, Oregon-Washington
Highway-Old Oregon Trail Highway Section, in Umatilla County,
in connection with Federal Aid Project No. 8-369(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
FEB 3 1960

FOR FILING

1344(3)
5-2

February 3, 1960

Mr. C. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larabee Avenue
Portland 17, Oregon

Dear Sir:

We are mailing under separate cover a copy of Contract No. 5602 covering grading, oiling and structure work on the Oregon-Washington Highway-Old Oregon Trail Highway Section of the Unatilla Mission Highway in Unatilla County.

In general, the work is to be performed without interference with railroad facilities except at the present grade crossing at Highway Station L 134+38.88.

Provisions call for the contractor to protect your company's tracks, facilities, communication lines and any other property of your company which might be damaged by the contractor's operations as set forth in the insert titled "Relations With Railroad Company", also, the contractor shall furnish protective and liability insurance of the kind and in the amounts indicated on Page 36 of the special provisions and as set forth in the insert titled "Railroad Protective Insurance".

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JR:bb

cc: G. B. Paxon
J. W. DeGouma

R. M. Brown, Dist. Engr.
Union Pacific Railroad Co.
629 Pittock Block
Portland 5, Oregon

RECEIVED
JAN 29 1960

FOR FILING
8-369(2)
5602

January 28, 1960

Rogers Construction Company
11760 N. E. Glisan
Portland 20, Oregon

Gentlemen:

The State Highway Commission on January 28, 1960 awarded to you State Highway Contract No. 5602 for grading, filling and structure on the Oregon Washington Highway-Old Oregon Trail Highway Section of the Umatilla-Mission Highway in Umatilla County.

This award was based on your bid of \$265,064.90 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED
JAN 22 1960

FOR FILING

564(3)
5602

Salem, Oregon
January 21, 1960

Proposed agreement with
City of Pendleton covering
protection of its water line
during construction of
Umatilla-Mission Highway

Mr. Tom Edwards

Herewith copies of proposed agreement with the City of Pendleton covering the protection of its water main during the building of the Umatilla-Mission Highway. I am not familiar with your negotiations with the City but would ask that you check this over and return the copies of the agreement with advice as to its acceptability.

G. S. Paxson

OSP:gm
Attach.

cc Mr. W. C. Williams

RECEIVED
JAN - 6 1960

FOR FILING

13695

January 6, 1960

Mr. O. M. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of the Special Provisions and Plans covering grading, filling and structure work on the Oregon-Washington Highway-Old Oregon Trail Highway Section of the Umatilla Mission Highway in Umatilla County; bids for which are to be received in Salem on January 21, 1960.

In general, the work is to be performed without interference with railroad facilities except at the present grade crossing at Highway Station L 134+35.00 as indicated on sheet 7 of the accompanying plans.

Provisions call for the contractor to protect your company's tracks, facilities, communication lines, and any other property of your company which might be damaged by the contractor's operations as set forth in the insert titled "Relation's With Railroad Company"; also, the contractor shall furnish protective and liability insurance of the kinds and in the amounts indicated on page 36 and as set forth in the insert titled "Railroad Protective Insurance".

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: G. S. Paxson
J. W. DeSousa

R. M. Brown, Dist. Engr.
Union Pacific Railroad Co.
829 Pittcock Block
Portland 5, Oregon

RECEIVED
DEC 23 1959

FOR FILING

S-369(3)

5622

December 23, 1959

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to Secondary Program Item 583, Umatilla Mission Highway, Project No. S-369(3) which traverses portions of trust patent lands in the Umatilla Indian Reservation.

In connection with our requesting 100% Federal cooperation on these portions of the project, we are enclosing three copies of a certificate of ownership by the Umatilla Indian Reservation Assistant Superintendent covering the trust patent lands traversed.

Three copies of the filing map showing the highway location relative to these lands are also enclosed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JWN:bb

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 22, 1959

To: Mr. R. L. Porter
Office Engineer
OFFICE

SUBJECT: Indian Lands
Umatilla Mission Highway
Umatilla County

Attached is an original and four copies of Certificate of Ownership for the Indian Lands on the proposed Umatilla Mission Highway project. The certificate is dated May 15, 1959 and signed by Louis Breuninger, Assistant Superintendent.

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

EFS:jm
Encl. Certificate

OWNERSHIP OF INDIAN LANDS

OREGON WASHINGTON JCT.,-OLD OREGON TRAIL JCT. SECTION

UMATILLA-MISSION HIGHWAY

UMATILLA COUNTY

Name	Allotment No.	Description	Status	Length in Feet
--				
		<u>Twp. 2 N., R. 33 E., W. M.</u>		
Estermatin	WW-165	W $\frac{1}{2}$ of the NW $\frac{1}{4}$, Sec. 3	Trust Patent	2,377
Keka	WW-56	SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 4	Trust Patent	260
Alla Alla	WW-55	NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Sec. 4	Trust Patent	1,245
Apnasholatuck Showaway	C-40	Part of NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 9	Trust Patent	1,275
Wannasay		Part of SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, Sec. 9	Trust Patent	945
Maggie Chapman	C-36	SW $\frac{1}{4}$ of Section 15	Trust Patent	2,640

I HEREBY CERTIFY that the status of allotments in the
Umatilla Indian Reservation is correct as shown above.

Date

5/19/59

Louis Brumby
Assistant Superintendent

RECEIVED
DEC 22 1959

FOR FILING

X-369(3)
5602

Salem, Oregon
December 22, 1959

Protection of
City of Pendleton water line
prior to grading of
Umatilla-Mission Highway

Mr. Leonard I. Lindas

I attach hereto a letter from Mr. Klaboe outlining a proposed agreement between the State and the City of Pendleton covering protection of a pipe line under our Umatilla-Mission Highway in Umatilla County. It would be appreciated if your office would prepare the necessary agreements.

GSP:gm
Attach.

G. S. Paxson

cc Mr. F. B. Klaboe

RECEIVED
JUN 16 1959

FOR FILING

8 364(3)
5602

June 15, 1959

Oregon State Highway Commission

Gentlemen:

We have completed our survey on the Oregon-Washington Highway-Old Oregon Trail Section of the Umatilla Mission Highway. This section is 4.5 miles in length and is presently scheduled for letting this fall, using 1960 FAS funds.

I am attaching a print of this section for your information. I would recommend you approve this survey and give us authority to purchase the necessary rights of way.

This matter will be on the agenda for your consideration July 2-3, 1959.

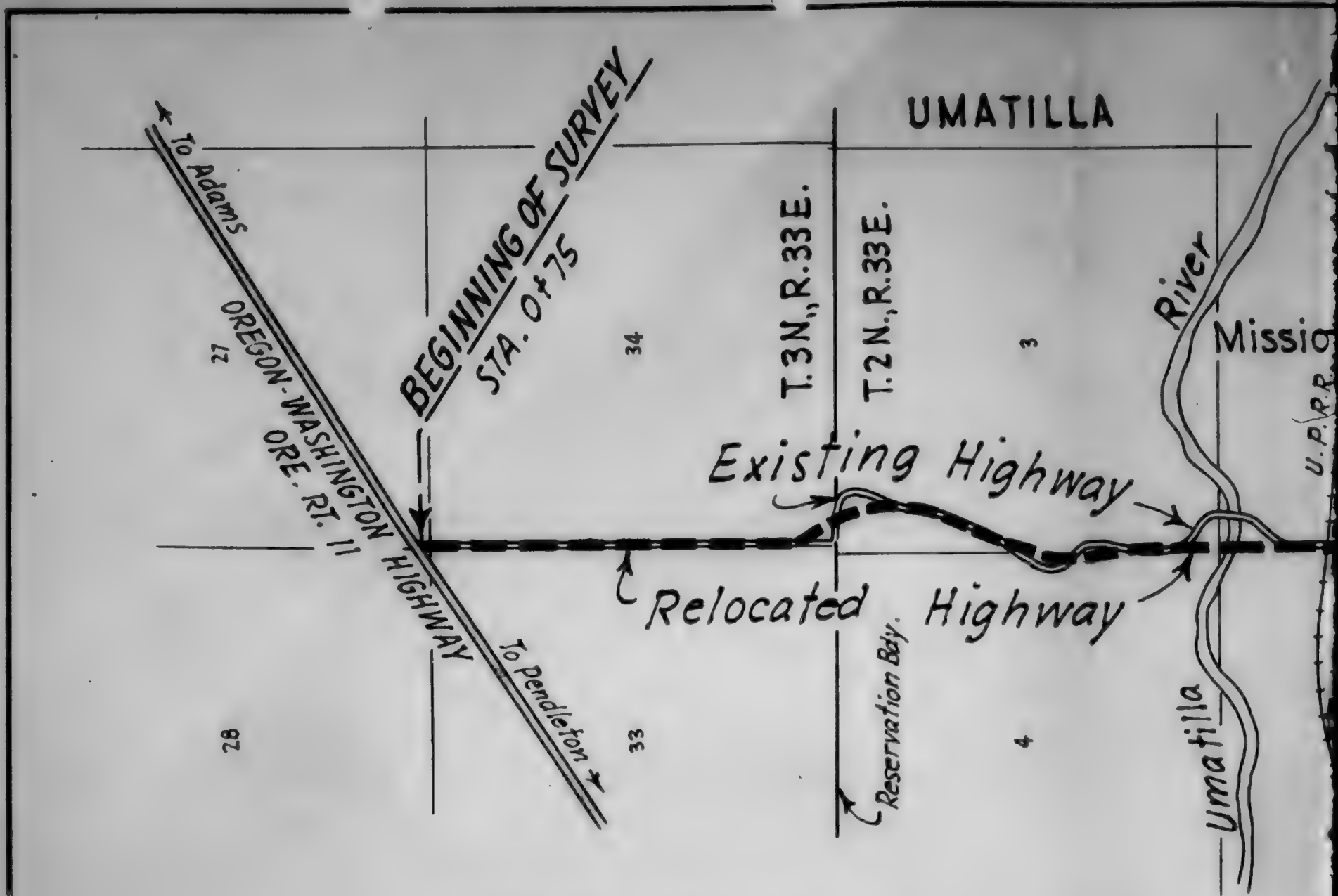
Very truly yours,

W. C. Williams
State Highway Engineer

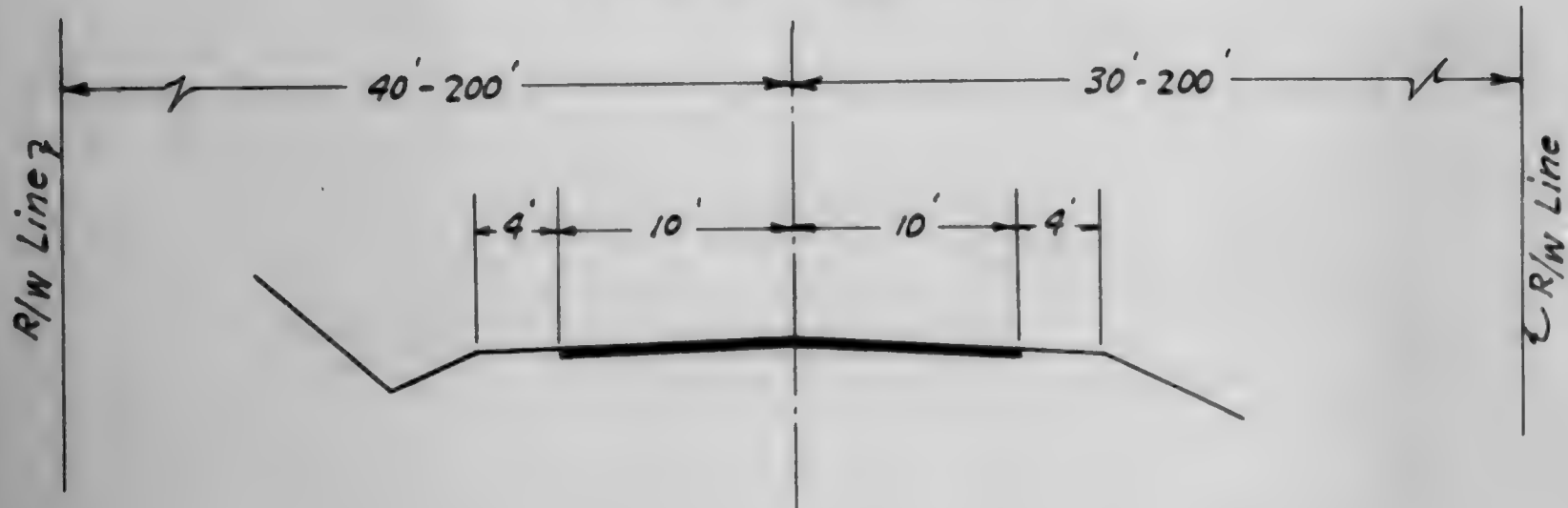
Enclosure

cc to: Mr. Tom Edwards
Mr. Walter T. Wright

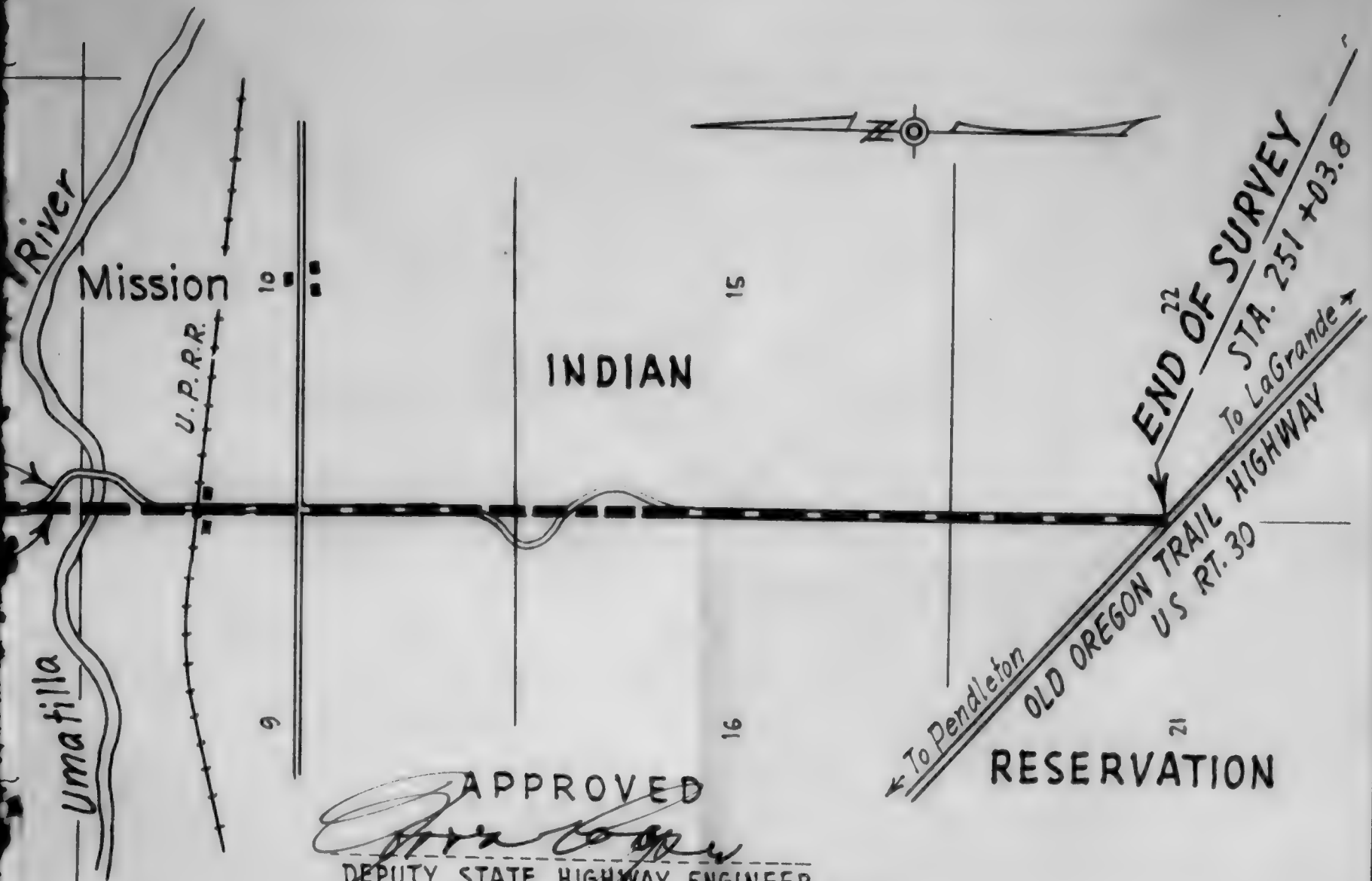
DJB:law as



TYPICAL SECTION



1R-5-1261



APPROVED
[Signature]
DEPUTY STATE HIGHWAY ENGINEER

Date: *June 15, 1959*

OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

OREGON-WASHINGTON HIGHWAY-OLD OREGON TRAIL HIGHWAY SECTION

UMATILLA MISSION HIGHWAY

UMATILLA COUNTY

Scale: 1"=2000'

May, 1959

DRG. NO. 1R-5-1261

For details see Drg. No. 8B-13-9, Feb., 1959 & 8B-14-20, May, 1959

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 11, 1959

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

SUBJECT: Survey Approval Map
Oregon-Washington Highway-
Old Oregon Trail Highway Section
Umatilla Mission Highway

Attached are eleven prints of the above named survey approval map, and a suggested letter to the Highway Commission for their approval of this survey.

Tom Edwards
Construction Engineer

By

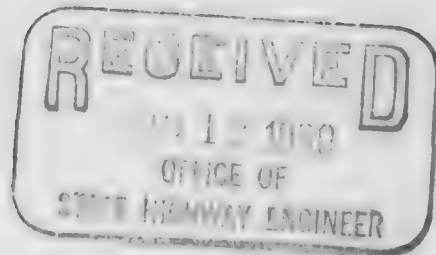
D. J. Barbée

D. J. Barbée
Asst. Construction Engineer

DJB:law

Attachments

60 FAS



S-145(8) Brush Cr. Br. on Brush Cr. 1960
Rd.
#5603

S-11,5(8) Brush Cr. Br. on Brush Cr. 1960
Rd.
#5603

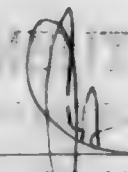
(417 2180 1 27-60

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE 6-28-61	BILLING REQ. NO. CC-529	YOUR ORDER NO.	CREDIT DISTRIBUTION 522-1091-27	NOTED C. G. SWANSON
-----------------	----------------------------	----------------	------------------------------------	------------------------

<i>Contract 5603</i> <i>S-145(8)</i> Linn County Albany, Oregon Attention: County Court	INVOICE NUMBER 70170 MAKE CHECKS PAYABLE TO THE OREGON STATE HIGHWAY DEPARTMENT SEND REMITTANCE TO: OREGON STATE HIGHWAY DEPARTMENT STATE HIGHWAY BUILDING SALEM, OREGON
---	---

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final Billing: Brush Creek Bridge, FAS 228. Covered by agreement dated January 11, 1960.			
Original advance deposit		\$ 3,687.01	
Less amount previously transferred		<u>2,887.01</u>	\$ 800.00
County share cost as per attached statement		\$ 3,376.16	
Less amount previously transferred		<u>2,887.01</u>	<u>489.15</u>
To be refunded			\$ 310.55
RECEIVED JUN 28 1961 ENGINEER COUNTY & CITY RELATIONS			
ACKNOWLEDGMENT OF BILLING REQUEST 			

Linn County Court
Courthouse
Albany, Oregon

June 29, 1961

NOTED
C. G. SWENTON

NOTED
Harold C. Ayers

Gentlemen:

Final costs are now available for the following contracts
as shown in the attached cost statements:

FAS	Contract #	Section	Agreement Date	Refund
228	5603	Brush Creek Bridge	1/11/60	\$310.55
576	5748	Albany-Grand Prairie	6/4/60	328.98
772	5544	Muddy Creek Bridge	7/14/59	154.83
773	5755	Harrisburg-Alford Junction	6/4/60	819.33

In accordance with the respective agreements, these refunds
are due the County and will be made by our accounting division within
the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

W

V. R. Jones
County and City Relations Field Engineer

VRJ:mm
Att.

RECEIVED
SEP 15 1960

FOR FILING

5603

September 15, 1960

United Pacific Insurance Company
Medical Arts Building
Tacoma, Wa.

Gentlemen:

We have received notification today from Albany Sand & Gravel Co., Inc., informing us that Merila R. Stam has paid in full his accounts in the amounts of \$1022.00 and \$68.00. These accounts were in connection with State Highway Contract No. 3493 for Brush Creek Bridge construction on the Brush Creek Road in Linn County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CCI
Stegenthaler & Stevenson Insurance Agency
16 East Broadway
Eugene, Oregon

Merila R. Stam
1974 Pierce Street
Eugene, Oregon

NOTED ON CARD

de

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
SEP 5 1960

FOR FILING

5-144 (1)
5/13

September 15, 1960

Albany Sand & Gravel Co., Inc.
203 North Broadalbin Street
Albany, Oregon

Attention: Florence G. Brown
Bookkeeper

Gentlemen:

Thank you for your recent note informing us that Merlin R. Stam has paid in full his accounts in the amounts of \$1,032.00 and \$60.00. This was for concrete furnished to him on State Highway Contract No. 5603 for Brush Creek Bridge construction on the Brush Creek Road in Linn County.

We will advise the surety and the contractor of the receipt of this information.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
cc

SAND • GRAVEL • CONCRETE • EXCAVATING • DOZER WORK and HEAVY HAULING

Albany

SAND & GRAVEL CO. INC.

TELEPHONE 464 203 NORTH BROADALBIN STREET

Albany OREGON

July 15, 1960

State Highway Commission
Salem, Oregon

Att: Floyd Query

Dear Sir:

We furnished the concrete for Merlin Stam of Eugene, on the Brush Creek bridge. He mailed us a check for his May account in the amount of \$ 1032.00, which was turned down as being N.S.F. by his bank, and on repeated efforts to cash it, has still been refused payment by the bank. He also owes us \$ 60.00 on his current account for June.

We have tried repeatedly to contact him by phone at his home in Eugene and can get no answer.

We understand that the final estimate is in process of being made up and were advised to let you know about this situation.

Yours truly,

Albany Sand & Gravel Co
Sweet Home Sand & Gravel Co

By
Florence G. Brown
Bookkeeper

Please handle
76

*This has now been taken care of -
& payment in full received from
Mr. Stam.*

Concrete ELEVATED
PLASTER FINISHED

Florence G. Brown
NOTED
C. W. HEAD

RECEIVED
SEP - 7 1960

FOR FILING

5-145 (1)
5423

Recorded
in card
F.P.

September 6, 1960

Morse Bros.
P. O. Box 117
Harrisburg, Oregon

Attention: Mr. J. McClary
Office Manager

Gentlemen:

This is to acknowledge receipt of your letter of August 31 informing us that Merlin R. Stam has settled in full his account in the amount of \$2,902.50. This is in connection with our Contract No. 5603 with Mr. Stam for bridge construction on the Brush Creek Road in Linn County.

We are informing the surety and the contractor regarding this settlement.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

Morse Bros.

TWO LOCATIONS

HARRISBURG
OREGON
P. O. Box 117
Phone WY ~~5-6755~~
5-2336

Aug 31, 1960
Harrisburg

LEBANON
OREGON
P. O. Box 266
Phone AL 8-3111

Oregon State Highway Comm.
Mr. Floyd Query, Secretary
State Highway Bldg.
Salem, Oregon

Re: State Contract # 5603
Merlin R. Stamm

Dear Sir:-

We wish to advise that our claim against the above contractor
has been settled in full.

Very truly yours,

Morse Bros.-Harrisburg

by:

J. Mc Clary

J. Mc Clary
Off. Mgr.

Please reply
KE

Aug 31-60
5,400.00

100000 - 50000 - 50000 - 100000



NOTED
C. W. HEAD

RECEIVED
SEP - 7 1960

FOR FILING

5-145 (8)
5603

Recorded
on card
E.P.

September 6, 1960

United Pacific Insurance Company
Medical Arts Building
Tacoma, Wa.

Gentlemen:

We have received a letter, dated August 31, from Merce Bros., Harrisburg, informing us that Merlin R. Stam has settled his account in full in the amount of \$2,902.50. This is in connection with his Contract No. 5603 for construction of the Brush Creek Bridge on the Brush Creek Road in Linn County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Siegenthaler & Stevenson Insurance Agency
16 East Broadway
Eugene, Oregon

Merlin R. Stam
1974 Pierce St.
Eugene, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
AUG 10 1960

FOR FILING

8-145(8)
5603

August 9, 1960

**United Pacific Insurance Company
Medical Arts Building
Tacoma, Wa.**

Gentlemen:

The Lincoln Crane Service telephoned our office this date and informed us that Merlin R. Stam has paid his claim in the amount of \$100.00. Our records indicate that this was for crane rental in connection with Contract No. 5603 for bridge construction on the Brush Creek Bridge Section of the Brush Creek Road in Linn County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

**CC:
Siegenthaler & Stevenson Insurance Agency
16 E. Broadway
Eugene, Oregon**

**Merlin R. Stam
1974 Pierce Street
Eugene, Oregon**

**Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper**

NOTED ON CARD

CWH:fp

8-17-60

*John Here phoned to ask if had to
check with me re release of final payment. Told him I could
not find reason for withholding payment. He will release S.E.*

8-9-60

Cec,

Received phone call from
Lincoln Crane Service that the Contractor
on 5603 has paid their claim in the amount
of \$180.

Please notify Cont³ & surety¹

Ag²
Comm. W.-C.

F.G.

RECEIVED
AUG 3 - 1960

FOR FILING

8-145(8)
5603

August 5, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5603 for construction of the Brush Creek Bridge on the Brush Creek Road (FAS 228) in Linn County was completed by the contractor, Merlin R. Stam, on June 22, 1960, and was formally accepted by the Highway Commission on July 7, 1960.

Final payment in the amount of \$6,252.36 will be released to the contractor on or after August 15, 1960. The total contract amount is \$16,069.56, and no force account work was performed on the project.

Claims have been filed against this contract of which you were previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
JUL 21 1960

FOR FILING

S-145(8)
5603

July 21, 1960

Morse Brothers
P.O. Box 117
Harrisburg

Attention: W. F. Morse, Partner

Dear Sir:

This is in reply to your letter of July 18 in which you state that Merlin R. Stam owes you a total of \$2902.50, on contract No. 5603 for construction of the Brush Creek Bridge on FAS 228 in Linn County. This contract was completed June 22, and accepted by the State Highway Commission July 7, 1960.

United Pacific Insurance Company, through Siegenthaler and Stevenson Insurance Agency, 16 E. Broadway, Eugene, Oregon, furnished the performance bond covering the contract. The bond is given to assure completion of the contract and payment of bills incurred in it. If you wish to protect your claim against the bond, Oregon law requires that a claim be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon law outlining the filing procedure.

The State does not make a practice of withholding funds on contracts unless requested to do so by the surety. However, we will advise the surety that your claim has been received, and we will also notify the contractor.

In your letter to us you state that \$1000 of the total amount of \$2902.50 is for an N.S.F. check dated June 11, given by Mr. Stam. The amount that is payable to the contractor on this job is approximately \$6,250.

Very truly yours,

Secretary
OREGON STATE HIGHWAY BUILDING

FQirv

Attach.

cc: ~~Commissioner~~
~~W. C. Williams~~
~~Forrest Cooper~~

NOTED ON CARD

cc

July 21, 1960

United Pacific Insurance Company
Medical Arts Building
Tacoma, Washington

Gentlemen:

A letter has been received from Morse Brothers, P. O. Box 117, Harrisburg, Oregon, stating that Merlin B. Stam owes them \$2982.50 for materials furnished on our contract No. 5603, for construction of the Brush Creek Bridge on FAS 22E in Linn County. Of the total amount due, they state that \$1000 is for a N.S.F. check dated June 11.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

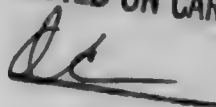
Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rv

cc: Commission - 3
W. C. Williams
Forrest Cooper
Siegenthaler & Stevenson Ins. Agency, 16 E. Broadway, Eugene
Merlin B. Stam, 1974 Pierce St., Eugene

NOTED ON CARD



Morse Bros.

TWO LOCATIONS

HARRISBURG
OREGON
P. O. Box 117
Phone WY ~~5-6755~~
5-2336

Harrisburg
July 18, 1960

LEBANON
OREGON
P. O. Box 266
Phone AL 8-3111

Oregon State Highway Comm.
Mr. Floyd Query, Secretary
State Highway Bldg.
Salem, Oregon

Dear Sir:

Re - State Contract # 5603
Merlin R. Stamm

We wish to advise that we have a balance due from Merlin R. Stamm on the above number State Contract as follows:

Balance due -	\$ 1902.50
N.F.S. Check June 11 -	<u>1000.00</u>
Total Balance Due	2902.50

We have been unable to contact Mr. Stamm about the N.S.F. check and would appreciate any help you can give us in collecting what is due us.

Thank you for your cooperation.

Very truly yours,

Morse Bros.-Harrisburg

by:

W.F. Morse
W.F. Morse-Partner



RECEIVED
JUL 19 1960

FOR FILING

145(8)
5603

Mr. Cook
To be filed

July 18 1960

Albany Sand & Gravel Company, Inc.
203 North Broadalbin Street
Albany, Oregon

Attention: Florence G. Brown,
Bookkeeper

Dear Madam:

This is to acknowledge your letter of July 15 in which you state that Merlin Stram had given you a N.S.F. check in the amount of \$1032 on his account to you in our contract No. 5603, for construction of the Brush Creek Bridge on FAS 228, Linn County. This contract was completed June 22, and accepted by the Highway Commission on July 7, 1960.

United Pacific Insurance Company, through Siegenthaler & Stevenson Insurance Agency, 16 E. Broadway, Eugene, Oregon, furnished the performance bond. The bond is given to assure completion of the contract and payment of bills incurred in it. To protect your claim under the bond, the law requires that the claim be filed with the Secretary of State within six months after the contract has been accepted by the Highway Commission. Attached for your information are excerpts from the Oregon law outlining the filing of the claim. In the meantime, your claim will be noted in our records, and we will advise the contractor and the surety that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FGR:rv

Attach.

cc: Commission - 3
W. C. Williams
Forrest Cooper

NOTED ON CARD
dc

SAND • GRA

ETE • EXCAVATING DOZER WORK and HEAVY HAULING

Albany

SAND & GRAVEL CO. INC.

TELEPHONE 464 •••• 203 NORTH BROADALBIN STREET

Albany OREGON

July 15, 1960

State Highway Commission
Salem, Oregon

Att: Floyd Query

Dear Sir:

We furnished the concrete for Merlin Stam of Eugene, on the Brush Creek bridge. He mailed us a check for his May account in the amount of \$ 1032.00, which was turned down as being N.S.F. by his bank, and on repeated efforts to cash it, has still been refused payment by the bank. He also owes us \$ 60.00 on his current account for June.

We have tried repeatedly to contact him by phone at his home in Eugene and can get no answer.

We understand that the final estimate is in process of being made up and were advised to let you know about this situation.

Yours truly,

Albany Sand & Gravel Co
Sweet Home Sand & Gravel Co

By *Florence G. Brown*
Florence G. Brown
Bookkeeper



ELEVATED

RECEIVED
JUL 19 1960

FOR FILING

S 145 (8)
5603

July 18, 1960

United Pacific Insurance Company
Medical Arts Building
Tacoma, Washington

Gentlemen:

A letter has been received from Albany Sand and Gravel Company, Inc., stating that they had received a N.S.F. check from Merlin Stam in payment for materials furnished on what appears to be our contract No. 5603, awarded to Merlin R. Stam for construction of the Brush Creek Bridge on FAS 226 in Linn County.

They state that repeated efforts have been made to cash the check without results, and that they have not been able to contact Mr. Stam at his Eugene address. They provide this information because your company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

File

cc: ~~Commissioner~~
~~W. C. Williams~~
~~Kenneth Cooper~~

Siegenthaler & Stevenson Ins. Agency, 16 E. Broadway, Eugene
Merlin R. Stam, 1974 Pierce St., Eugene

NOTED ON CARD

dc

RECEIVED
JUL - 1 1960

FOR FILING

S-145(8)
5603

July 1, 1960

Lincoln Crane Service
4445 Philomath Road
Corvallis, Oregon

Attention: Mr. H. A. Thompson

Gentlemen:

This is to acknowledge your letter of June 30 stating that Stam Construction Co. owes you \$180 for rental of your truck crane with crew on Contract No. 5603. Our records indicate this to be our contract with Merlin R. Stam for bridge construction on the Brush Creek Bridge Section of the Brush Creek Road in Linn County.

This project was completed June 22, 1960 but has not yet been accepted by the Highway Commission. The United Pacific Insurance Company, through Siegenthaler & Stevenson Insurance Agency, 16 E. Broadway, Eugene, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim for a period longer than six months following acceptance of the contract by the Highway Commission, you should file it with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the filing procedure.

This information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

MAILED ON 7/1/60
cc

12 Ton Cap. Truck Crane
2 Ton Cap. Cherry Picker

Pile Driving
Drag Line
Erecting



LINCOLN CRANE SERVICE

P.O. Box 445, Corvallis, Oregon
9945 Philomath Rd.
Phone 3-2746

Corvallis, Oregon

June 30, 1960

Oregon State Hwy. Dept.
State Highway Bldg
Salem, Oregon
Mr. Floyd Quary, Sec. of Hwy Comm.

Dear Sir;

On April 28, 1960 we rented one of our Truck
Crane with crew to Stam Const. Co. at 1974 River
St, Eugene, to set concrete beams on Brush
Creek bridge, ^{contract 5603} about one mile east of Crowfordville.
for the sum at \$180.-

Mr Stam paid us by check June 2, 1960.
We had the check returned to us by his bank
for lack of funds. Yesterday I called the bank and
still no funds. We feel this account has
not been paid and wish to file a claim
against any payment he may have coming.
Cec, please handle
Your Truly
H. H. Thompson

76

RECEIVED
JUL - 1 1960

FOR FILING

S 145(S)
5603

July 1, 1960

**United Pacific Insurance Company
Medical Arts Building
Tacoma, Wn.**

Gentlemen:

A letter, dated June 30, has been received from Lincoln Crane Service, 4415 Philomath Road, Corvallis, advising that Stam Construction Co. owes them \$180 for rental of their truck crane with crew on Contract No. 5603. This appears to be our contract with Merlin R. Stam for bridge construction on the Brush Creek Bridge Section of the Brush Creek Road in Linn County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

**CCI
Siegenthaler & Stevenson Insurance Agency
16 E. Broadway
Eugene, Oregon**

**Merlin R. Stam
1974 Pierce Street
Eugene, Oregon**

**Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper**

CWH:fp

NOTED ON CARD

dc

RECEIVED
MAR 15 1960

Contract No 5603

3-14-60

A

Monthly Transaction No.	FO H-2 (9-12-57)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon
Project Report No. 1-145(18)	FEDERAL-AID PROJECT AGREEMENT		County Linn
			Project No. 8-145(8)
5603 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.			
Project termini Co. Rd. Brush Cr. Br. near Crawfordville (Brush Cr. Bridge approx. 0.5 mi. southeast of Crawfordville)			
Project classification or class of work		Effective date of authorization	Approximate length (Miles)
Highway planning			
Preliminary engineering			
Rights-of-Way			
Construction		12-31-59	0.0
Other (Specify)			
FUNDS			
Estimated total cost of project \$ 18,040		Federal funds \$ 11,000	
The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.			
OREGON STATE HIGHWAY DEPARTMENT (Official name of Highway Department)		U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	
By <u><i>[Signature]</i></u> Deputy State Highway Engineer (title)		By <u><i>[Signature]</i></u> C. G. Polk Division Engineer	
By _____ (title)		By <u><i>[Signature]</i></u> R. C. Wright Acting Administrative Manager	
By _____ (title)		Date executed by Division Engineer March 14, 1960	
By _____ (title)			

March 10, 1960

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Brush Creek Bridge,
Project No. S-145(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:jb

February 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
for project agreement for the Brush Creek Bridge, Project No.
S-145(8).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:am

Oregon State Highway Department

Federal Aid Secondary
Project No. S-145 (8)

BRUSH CREEK BRIDGE ON THE BRUSH

CREEK ROAD IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 15, 1960

Type Code X021

Brush Creek Bridge (Sta. 24+15 to Sta. 24+84) (Contract No. 5603)

Furnish Prestressed Concrete Piling	720 Lin. Ft.	\$ 4.00	\$ 2,880.00
Drive Piles	24 Only	45.00	1,080.00
Splice Piles	4 Only	30.00	120.00
Class "A" Concrete (131 cu.yds.)	All Required		8,000.00
Metal Reinforcement (29,350 lbs.)	All Required		3,900.00
8-Inch Metal Drain Pipe	70 Lin. Ft.	6.00	<u>420.00</u>
	Subtotal		\$16,400.00
	10% Engr. & Cont.		<u>1,640.00</u>
	Total		\$18,040.00

Length of Structure 0.013 Mile

Federal Funds- - - - -	\$11,000.00
State Funds- - - - -	3,520.00
County Funds - - - - -	<u>3,520.00</u>
	\$18,040.00

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920, Chap. 529, Laws 1939.

Funds for Maint.: Chap. 529, Laws 1939.

Note Necessary funds have been deposited by Linn County with the Highway Department.

RECEIVED
FEB 25 1960

COMMISSIONERS	
M. K. McIVER, CHAIRMAN	PORTLAND
KENNETH N. FRIDLEY, MEMBER	WASCO
GLENN L. JACKSON, MEMBER	MEDFORD
FLOYD QUERY, SECRETARY	SALEM
5603	



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
February 25, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Mr. Merlin R. Stam
1974 Pierce Street
Eugene
Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5603, awarded January 28, 1960, for construction of the Brush Creek Bridge on the Brush Creek Road (FAS 228) in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Encl.

OREGON STATE HIGHWAY DEPARTMENT INVOICE		INVOICE NUMBER 63662	
DATE 2/2/40	BILLING REQ. NO. 577	YOUR ORDER NO.	CREDIT DISTRIBUTION 4-4-304-2-7
<i>Make check payable to the Oregon State Highway Department</i> NOTED V. R. JONES		Make checks payable to the Oregon State Highway Department Send Remittance To: NOTED Harold C. Ayers OREGON STATE HIGHWAY DEPARTMENT STATE HIGHWAY BUILDING SALEM, OREGON	
DESCRIPTION		QUANTITY	TOTAL PRICE
<i>Balance forward</i> <i>From check #1000, 2-1-40. Total amount of check's more or less as per bill of material and labor, etc.</i> <i>To be received</i> NOTE JOHN D. GRAHAM		NOTED John F. Hagemann	\$3,687.01 2,687.01 \$ 800.00 NOTED C. G. SWENSON
ACKNOWLEDGMENT OF BILLING REQUEST Cash Received with Request: \$ _____ By <i>[Signature]</i>			

NOTED
V. R. JONES

NOTED
C. G. SWENSON

January 28, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Gentlemen:

This is to acknowledge receipt of an advance deposit of \$3,275 which, when added to the Bates Park Bridge refund of \$412.01 being retained, makes a total deposit of \$3,687.01 in connection with the Brush Creek Bridge on FAS 228.

A contract for this bridge will be awarded at the regular Highway Commission meeting on January 26, and a copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:ma

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

January 21, 1960

NOTED
Harold C. Ayers

Linn County Court
Courthouse
Albany, Oregon

NOTED
John F. Hagemann

NOTED
V. R. JONES

Gentlemen:

On January 21, a satisfactory bid was received from M. R. Stam of Eugene for constructing the Brush Creek Bridge on FAS 228. As per the agreement between county and state, the following advance deposit is required from the county prior to awarding of a contract:

Bid Items.	\$16,400.00
12 1/2% Engineering and Contingencies	2,050.00
Estimated Total Cost.	<u>\$18,450.00</u>

County Advance Deposit of 20%	\$3,690.00
Less Refund Due County for the Bates Park (S. Santiam River) Bridge, FAS 214	412.01
REQUIRED CASH DEPOSIT	<u>\$3,277.99</u> or say \$3,275

Please make this deposit by means of a check or warrant in the amount of \$3,275 payable to the Oregon State Highway Commission, forwarding same to this office. Upon receipt of the deposit, a contract will be awarded. It would be appreciated if this deposit could be mailed so as to arrive in Salem prior to January 28. This would permit awarding of a contract at the regular Highway Commission meeting on that date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
JOHN D. GRAHAM

John F. Hagemann
Assistant County and City Relations Engineer

JFH:mm

*Recd
1/28/60
522-1094*

RECEIVED
JAN 20 1960

FOR FILING

1015 (1)
5603

January 20, 1960

Merlin R. Stam
1974 Pierce Street
Eugene, Oregon

Dear Mr. Stam:

The State Highway Commission on January 20, 1960 awarded to you State Highway Contract No. 5603 for construction of the Brush Creek Bridge in Linn County.

This award was based on your bid of \$16,400 which was the low bid submitted to the Commission on January 21, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ms

cc: Tom Edwards
R. L. Porter
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
FEB - 2 1960

FOR FILING

8145(8)
5603

Salem, Oregon
January 27, 1960

MISC. CONTRACTS and
AGREEMENTS No. 180

FAS Project Agreement
Linn County

Mr. C. G. Swenson
Engineer, City & County Relations
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with
Linn County covering the Brush Creek Bridge on FAS 228 in
Linn County.

A fully executed copy of the above agreement has
been retained in this office for the Commission's files and
one fully executed copy has been sent to the County Court of
Linn County.

Secretary

rn
Attach: 1

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

January 20, 1960

SUBJECT: FAS Project Agreement
Linn County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Brush Creek Bridge on FAS 228 in Linn County. Two copies of the agreement have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved 12/16/59.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

AUTHORIZED BY HIGHWAY COMMISSION

DATE 12-16-59 7min Page 18

Floyd Query
Secretary

RECOMMENDED FOR APPROVAL

G. S. Paxson
Assistant State Highway Engineer

RECEIVED
JAN 27 1960

FOR FILING

S. 145 (S)
5603

January 27, 1960

County Court of Linn County
Court House
Albany, Oregon

Gentlemen:

We are enclosing for the records and files of
Linn County a fully executed copy of an agreement between
the State Highway Commission and Linn County covering the
Brush Creek Bridge on FAS 226 in Linn County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

NOTED
C. G. SWENSON

January 7, 1960

Linn County Court
Courthouse
Albany, Oregon

NOTED

NOTED
Harold C. Avers

Gentlemen:

Enclosed are two copies of an agreement and a set of plans and specifications in connection with the Brush Creek Bridge on FAS 228 upon which bids will be received January 21.

This agreement covers, among other things, state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to awarding of a contract. The estimated total cost of this project, including engineering and contingencies, is \$20,800; however, the low bid received plus 12% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the county clerk attest, with seal, and return both signed copies of the agreement to this office. After signature by the Highway Commission a fully executed copy of the agreement will be returned for the county's records. The signed agreements should be mailed so as to arrive in Salem not later than January 19.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Encl.

NOTED
C. G. SWENSON

NOTED
V. R. JONES

December 21, 1959

Linn County Court
Courthouse
Albany, Oregon

NOTED
Harold C. Ayers

Gentlemen:

On December 16 the Highway Commission approved the county FAS project as described in the attached tabulation which is believed to conform with your request. Preliminary engineering for this project will be performed under the supervision of our division office with headquarters in Salem.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hageman
Assistant County & City Relations Engineer

JFH:mam

Att: Tab. 59-h

cc: Mr. Walter W. Larson, Co. Engr.

NOTED
JOHN D. GRAHAM

NOTED
Harold C. Ayers

Salem, Oregon,
December 7, 1959

NOTED
C. G. SWENSON

Proposed County FAS Project
FAS 228, Linn County

Mr. Ivan Merchant
OFFICE

NOTED
JOHN D. GRAHAM

John F. Hagemann

Enclosed are four copies of a tabulation, with map attachment, describing a bridge proposed by Linn County for construction with available county FAS funds. This project will be submitted to the Highway Commission for approval at its December 17-18 meeting.

This is the bridge I discussed with you last week which the county wishes to get on the January bid letting if possible. Mr. Larsen, County Engineer, has advised he will submit a vicinity map and foundation data by Wednesday, December 9.

John F. Hagemann
Assistant County & City Relations Engineer

JPH:mm

Encl. 59-h

cc: Tom Edwards
J. D. Walker
Vic Wolfe

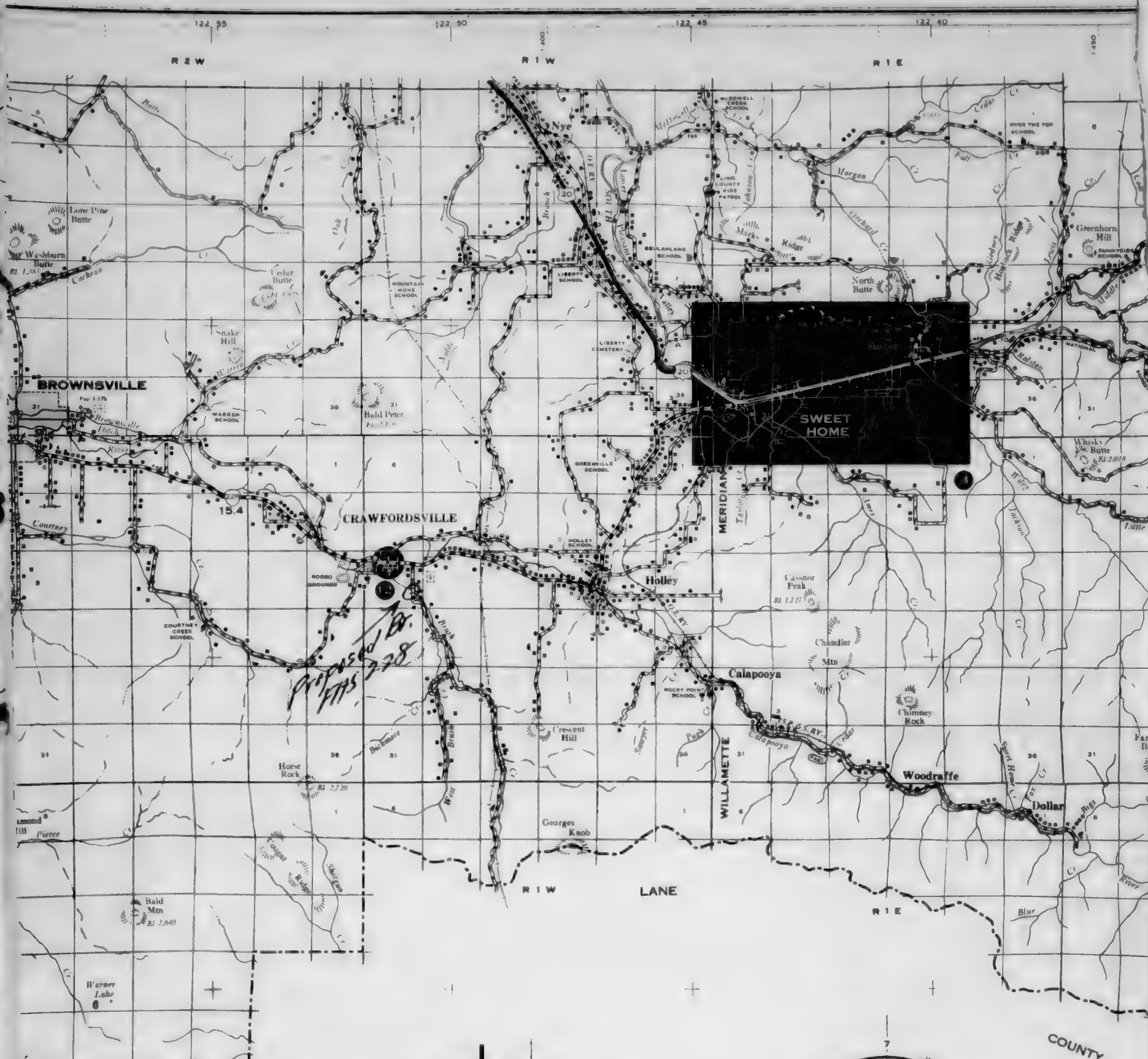
File

PROPOSED PROJECT
LINN COUNTY

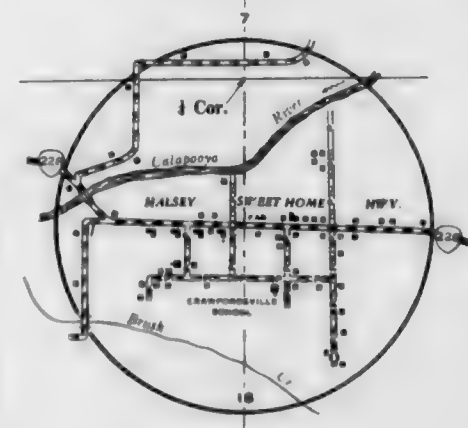
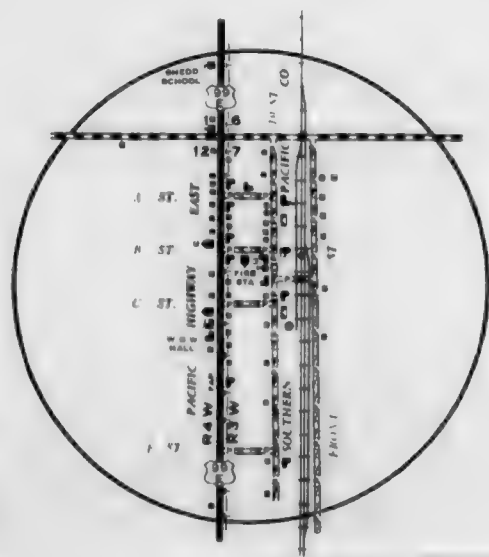
FAS 228, Brush Creek Bridge, \$20,000. This bridge is located approximately 0.5 mile south of the junction east of Crawfordsville of FAS 228 (Brush Creek County Road) with the Halsey-Sweet Home State Highway (FAS 215). The existing bridge carries highway department inventory number 12820.

The proposed project is to construct a new bridge on a revised alignment west of the existing bridge. The bridge will be approximately 70' in length and have a horizontal clearance of 26'. If a pile trestle type structure can be used, the county has requested that precast, prestressed concrete piling be used rather than treated timber piling. The FAS project will be for the structure only. Linn County will construct road approaches, remove the existing bridge which will carry traffic during construction, and construct a channel change as required.

Mr. Walter Larsen, Linn County Engineer, will furnish the vicinity map and foundation data on or before December 9.



COUNTY



CRAWFORDSVILLE
LINN COUNTY OREGON

NOTED
C. G. SWENSON

MEMO TO J. W. NASH
12/4/59

FAS 228, LINN COUNTY

TERMINI: Bridge over Brush Creek approximately 0.5 mile southeast of Crawfordsville.

PROPOSED WORK: Construct one concrete bridge 75' long.

LENGTH: 0.01 mile.

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	\$20,000	\$12,000	\$4,000	\$4,000 (Co.)

EXISTING FACILITY: Untreated timber bridge 61' long, H.C. 19'-6", on substandard alinement.

ADJACENT SECTIONS: Crushed rock wearing surface 30' wide constructed by county on improved grade and alinement in 1959.

PROJECT DATA: Construct a reinforced concrete deck girder bridge 75' long having a H.C. of 26' on an improved ~~alignment~~ alinement. Linn County will construct road approaches to approved highway standards without federal cooperation.

ROW WIDTH: 60'.

MINIMUM DESIGN STANDARDS:	No exceptions.
ACCESS CONTROL:	None.
RR XING:	None.
SYSTEM ACTION:	None required.
PUBLIC HEARING:	None required.
UNUSUAL OR COMPLICATED SITUATION:	None.

FAS 228 serves a sparsely settled farming area and is the principal log haul route for the ~~fxm~~ forested, mountainous area south of Crawfordsville. It is a mail and school bus route. (Previous projects on FAS 228 in Lane County.)

NOTED
JOHN D. GRAHAM

I-80N-7(1) Baker-Pleasant Valley Sec. 1960
306 of the Old Oregon Tr. Hwy.
#5604 (Grading) Folder #1

CYA
2022
10-27-58

RECEIVED
JUL - 1 1960

FOR FILING

J-80N-7(1)306
5604

June 30, 1960

Mr. H. E. Johnson
Jackson & Johnson
1927 Court Street
Baker, Oregon

Dear Mr. Johnson:

Receipt is acknowledged of your letter of June 28 concerning the inconvenience to Mr. Stuart Parlin, the owner of the Pleasant Valley Motel.

I regret very much that any interference with his water supply has occurred and while any damage to Mr. Parlin is the responsibility of our contractor, I am requesting our field forces to do everything possible to minimize these damages and to keep the water supply in operation at all times.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. A. F. Parson

Salem, Oregon
June 30, 1960

Mr. Tom Edwards

I am attaching hereto a copy of a letter from Jackson and Johnson, attorneys in Baker, concerning interference with the water supply of a motel at Pleasant Valley owned by Mr. Stuart Parlin.

While any damage to Mr. Parlin's facility is the responsibility of the contractor, please take such steps as our necessary to minimize any interference with his water supply.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. Leonard I. Lindas
Mr. A. F. Parson

WILLIAM L. JACKSON
H. B. JOHNSON

JACKSON & JOHNSON
ATTORNEYS AT LAW
1927 COURT STREET - P. O. BOX 851
BAKER, OREGON

TELEPHONE
JACKSON 3-3634

June 28, 1960

State Engineer
Oregon State Highway Commission
Salem, Oregon

and

The Keystone Construction Co., Inc.
635 N. Main Street
Prineville, Oregon

Re: Stuart Parlin, Pleasant Valley,
Oregon

Gentlemen:

Mr. Stuart Parlin, the owner of the Pleasant Valley Motel in Pleasant Valley, Oregon, has an arrangement whereby he obtains his water from the Union Pacific well, which is located across the highway from Mr. Parlin's motel property. The water is piped from the well through pipes which are under the present highway and which apparently will be under the new highway, after it is constructed.

Mr. Parlin is justly concerned of the possibility that during the construction of the new highway there may be time or times this supply of water may be cut or broken for one reason or another and he is at this time specifically requesting that any time it may become necessary to cut his water for any short period of time, that first he be advised in advance of the necessity so that he can make proper arrangements for taking care of his hot water heaters in his motel units and also obtain an adequate supply of water on hand for his customers. In the event the water is to be turned off for any length of time in excess of 15 minutes to half an hour, arrangements shall have to be made to insure that Mr. Parlin may be able to obtain water for the use of his customers, not only in the motel, but also in his cafe, and people who are stopping for gas and oil and water at his service station.

This is the busiest time of the year for Mr. Parlin's type of business and it is necessary that he be able to proceed with as few interruptions as possible.

He understands the problems involved in the construction of the highway, but, under the circumstances, he cannot afford any

Page 2

financial loss and the undue disruption of his business.

This morning, under circumstances with which Mr. Parlin is not completely familiar, his water has been turned off, or at least obstructed in such a manner that he is not obtaining water. There was no advance notice or warning to him regarding the matter. It may be that because of this he will have suffered some damage, although he has taken every step possible to obviate any damage that may occur. In the event that this particular disruption shall cause him any physical damage and loss of business, he will, naturally, expect to be reimbursed for it.

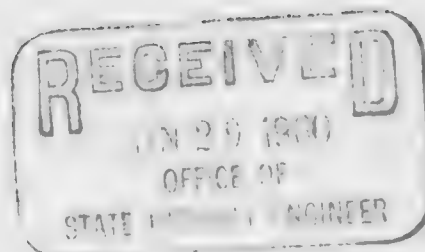
As I stated before, he realizes that there will be times that it will be necessary for a short, temporary disruption and in those instances he is requesting advance notice so that he may make proper preparations for it. Any disruption for any length of time though will have to be managed in such a way that Mr. Parlin can obtain water through some temporary source.

Very truly yours,

JACKSON & JOHNSON

H. B. Johnson
H. B. Johnson

HBJ:k



RECEIVED
JUN 23 1960

FOR FILING

I-80N-7(1)306
5604

June 24, 1960

U. S. National Bank
P. O. Box 516
Redmond, Oregon

Attention: Mr. Roy Carpenter

Gentlemen:

This is in regard to your telephone conversation of June 23 with Mr. Lee Gatlin, requesting information on the steps to be taken to have money due Keystone Construction Co., Inc., assigned to your bank. It is our understanding that this is in connection with our Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Attached are five copies of Assignment of Claim for assignment of payments on Contract No. 5604, awarded to Keystone Construction Co., Inc. Two copies of the assignment should be fully executed and returned to this office. The additional three copies are for your use, one each for the contractor and the surety if they desire it.

Please secure a written statement from the surety, American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, stating that they consent to the assignment.

As you will note, the assignment has been made for all money due or to become due on the contract. This may be changed at any time that the contractor and the bank wish to do so. The assignment may be cancelled or changed so that it is not necessary that the assignment run for the full life of the contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

Enc.

CWH:fp

NOTED ON CARD

de

cc

6-23-60

Mr Roy Carpenter, Box 516, c/o U.S. National Bank,
Belmond requested the steps they would have
to take to have money due Keystone Construction
Co assigned to bank.

I told them we have a form which has
to be filled out & approved by contractor and surety

Carpenter wants forms as soon as he can
get them.

He is doubtful though that Keystone
will want to get the surety involved.
??

LB.

This is in regard to Contract # 5604
Baker - Pleasant Valley section Old
Oregon Trail Highway

NOTED
C. W. HEAD

RECEIVED
JUN 3 1960

FOR FILING

T-80N-7(1)326

5604

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
June 2, 1960

SUBJECT: Access to Baker Radio Remote

To: Mr. P. M. Stephenson
Assistant State Highway Engineer
Salem, Oregon

I have contacted Mr. C. H. Baker in the Construction Division, and he advises that a 12'x13'x62' box culvert is being constructed under the new Baker-Pleasant Valley section of the Old Oregon Trail Highway for access to the radio site and F.A.A. Beacon. The culvert is located approximately 1300' west of the present access.

Mr. C. D. Cannon, Office Engineer at La Grande, advised this morning that access may be gained at any time.

There appears to be no problem of access, however, I plan to be in Eastern Oregon about the 15th of this month and will investigate the matter further.

Robert M. Eaton

Robert M. Eaton
Chief Radio Engineer

RME:msf
enc- teletype messages
from C.D. Cannon

cc: Mr. A. B. Day, Engineer
Idaho Power Company
Boise, Idaho

NOTED
P. M. STEPHENSON

RECEIVED
JUN - 1 1960
OFFICE OF
STATE HIGHWAY ENGINEER

LAG CRC 2 6-1-60 936A

BOB HULST
C. D. CANNON

ADVD THIS MORING THAT IDAHO/

POWER COMPMAXXX COMPANY HAD TO REMOVE
SECTION OF FENCE TO GAIN ACCESS TO BAKER REMOTE. KINDLY CK OUT TODAY
IF POSSIBLE AND SUBMIT REPORT ON SITUATION. REQ REPLY TODAY.

BOB EATON
MSF)+.

CRC LAG 6 6-1-60 451P

BOB EATON

RE U R TT 2 6-1-60

SITUATION UNDER CONTROL.....THIS SECTION, AS YOU KNOW IS UNDER
CONSTRUCTION. ACCESS WILL BE PROVIDED. MATTER HAS BEEN TAKEN UP WITH
RESIENTXX RESIDENT ENGINEER.

C D CANNON

GB

O IS ACCESS AVAILABLE NOW? GA MIN

O

I DO NOT KNOW WILL LET YOU KNOW IN THE MORNING . GA OK FINE TNKX
AV

C D CANNON

GB

CRC LAG 9 6-2-60 950A

EATON

REFER UR TT 2 6-2XX 6-1-60

CONSTRUCTION UNDERWAY AS MENTIONED IN OUR TT 6, HOWEVER ACCESS MAY BE GAINED TO REMOTE ROAD AT ANY TIME. UPON COMPLETION OF THE POJXXX PROJECT ACCESS WILL BE MADE AS AT PRESENT, THAT IS BY WAY OF OLD COUNTY ROAD WHICH WILL BE USED AS SERVICE ROAD AND CONNE CTED TO INTERCHANGE.

CANNON

DJ

RECEIVED
MAY 2 1960
WASHINGTON

FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PERMIT RIGHT

I-80N-7(1)306

When replying, refer to
08-35.5

5604

408 State Highway Building
Salem, Oregon

May 31, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Pacific Telephone and Telegraph
Company utility adjustment
Baker-Pleasant Valley section
Old Oregon Trail Highway
Project I-80N-7(1)306

Dear Sir:

Reference is made to your letter of May 27, 1960.

We hereby approve the revised estimate and sketch submitted
with your letter. Authorization to proceed with the work was
granted in our letter of April 13, 1960, which remains in effect.

Very truly yours,

C. G. Folk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

*Donner
Edwards*

RECEIVED
MAY 31 1960

FOR FILING

I-80N-7(1)306
5604

May 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County
Project No. I-80N-7(1)306

Dear Sir:

Herewith are two copies each of the revised estimate and sketch prepared by The Pacific Telephone and Telegraph Company for adjusting its lines on the above subject project.

The estimate is reduced by \$400 due to revision of line replacement as shown on the sketch. Your approval of the revised sketch and estimate and authorization to proceed on the revised plan are requested as of this date. Verbal approval has been given by the BPR District Engineer.

Authorization to proceed on the original plan was given as of April 12, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

RECEIVED
MAY 10 1960

FOR FILING

I 80N-7(1)306
When replying, refer to:
06-35.5
5604

When replying, refer to:
06-35.5

408 State Highway Bldg.
Salem, Oregon

May 9, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

Re: Pipeline adjustment
El Paso Natural Gas Co.
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Project I-80N-7(1)306

Dear Sir:

Reference is made to your letters of March 4, 1960 and May 6, 1960.

We hereby approve the agreement evidenced by the exchange of correspondence between the State and the utility company dated February 18, 1960 and May 3, 1960.

Authorization to proceed with the work is granted as of May 6, 1960. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

By:

E. H. Cowan
District Engineer

RECEIVED
MAY 9 - 1960

FOR FILING

I-80N-7(1)306

5604

May 6, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Balser - Pleasant Valley Section
Old Oregon Trail Highway
Project No. I-80N-7(1)306

Dear Sir:

Herewith are the following additional data in connection with adjusting pipe lines of the El Paso Natural Gas Company on the subject project:

1. Two copies of the Company's estimate for the pipe line adjustment, including work to be done by contract.
2. Two copies of the sketch prepared by the Company showing the adjustments.
3. Four copies of bids received by the Company for installing and salvaging pipe lines.

Copies of Assistant Counsel's letter were submitted March 4, 1960. Approval to do a portion of the work by contract was contained in your letter of March 8, 1960.

Approval of the agreement and authorization to proceed with the work as of this date are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Encl.
DBP:sw

RECEIVED

I 80N-7(1)306

5604

When replying, refer to:
08-35.5

408 State Highway Building
Salem, Oregon

April 13, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Pacific Telephone and
Telegraph Company Utility
Adjustment-Baker-Pleasant
Valley section Old Oregon
Trail highway Project
I-80N-7(1)306

Attn: Mr. R. L. Porter

Dear Sir:

Reference is made to your letter of April 12, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated February 18, 1960 and April 1, 1960 regarding the subject utility adjustment.

Authorization to proceed with the work is granted as of April 12, 1960. Approval is subject to the provisions of FPM30-4.

Very truly yours,

C. G. Polk
Division Engineer

*Original
Porter*

RECEIVED
APR 12 1960

FOR FILING

I-80N-7(1)306
5604

April 12, 1960

Mr. C. G. Falk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County
Project No. I-80N-7(1)306

Dear Sir:

Herewith are the following data in connection with adjusting the lines of the Pacific Telephone and Telegraph Company on the subject project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the company for adjusting its lines.
2. Two copies of the company's estimate for the work.
3. Two copies of the sketch prepared by the company showing the line revisions.

Your approval of the agreement and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:ia

FORM 5-12

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. EMLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

RECEIVED
APR 12 1960

FOR FILING



STATE OF OREGON
STATE HIGHWAY DEPARTMENT

SALEM
April 12, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Keystone Construction Co. Inc.,
P. O. Box 55
Prineville
Oregon

Gentlemen:

We enclose for your files a fully executed copy of
the following described contract which was awarded to you
by the State Highway Commission:

Contract #5604, awarded March 10, 1960,
for grading the Baker-Pleasant Valley
Section of the Old Oregon Trail in
Baker County.

A copy of this contract is also being sent to the surety
on your performance bond.

Very truly yours,

do
Encl.

Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED

APR - 1 1960

FOR FILING

I-80N-7(1)306

5604

April 1, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 29, 1960,
on Contract No. 5604, Baker-Pleasant Valley Section, in Baker County,
in connection with Federal Aid Project No. I-80N-7(1)306.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

RECEIVED
MAR 31 1960

FOR FILING

I-80N-7(1)306
5604

March 30, 1960

Mr. C. C. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are
copies of Order for Extra Work No. 1 covering the State's share
of flagging costs on the Baker-Pleasant Valley Section of the
Old Oregon Trail Highway in Baker County, Contract No. 5604,
in connection with Federal Aid Project No. I-80N-7(1)306.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

RECEIVED
MAR 22 1960

FOR FILING

T 80N 7 1 16
5604

March 22, 1960

Mr. G. H. Baker, Sup't.
Union Pacific Railroad Company
3525 N. Larabee Avenue
Portland 17, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of Contract No. 5604 covering grading work on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

In general, the work is to be performed without interference with railroad facilities except at Engine and Pleasant Valley, and minor fill encroachments.

Provisions call for the contractor to protect your company's tracks, facilities, communication lines, and any other property of your company which might be damaged by the contractor's operations as set forth in the insert titled "Relations with Railroad Company"; also, the contractor shall furnish protective and liability insurance of the kinds and in the amounts indicated on page 36 and as set forth in the insert titled "Railroad Protective Insurance".

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

JR:jb

cc: G. S. Paxson
J. W. DeSousa

R. M. Brown, Dist. Engr.
Union Pacific Railroad Co.
829 Pittock Block
Portland 5, Oregon

RECEIVED
MAR 23 1960

FOR FILING

When replying, refer to:
08-35.5

I 80N-7(1)306
5604

408 State Highway Bldg.
Salem, Oregon

March 18, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

Re: California-Pacific Utilities Company
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Project No. I-80N-7(1)306

Dear Sir:

Reference is made to your letter of March 16, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated February 23, 1960 and March 9, 1960, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work is granted as of March 18, 1960. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

By:
E. H. Cowan
District Engineer

*orig.
Porter*

NOTED
FORREST COOPER

RECEIVED

MAR 17 1960

FOR FILING

I-80N-7(1)306

5604

March 16, 1960

A
Baker-Pleasant Valley Sec.
Old Oregon Trail Highway
Baker County
Project No. I-80N-7(1) 306

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting herewith the following data in connection with adjusting the power line of the Idaho Power Company on the above project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company for the adjustments.
2. Two copies of the Company's estimate for the work.
3. Two copies of the sketch prepared by the Company showing adjustments to be made.

Your approval of the agreement between the State and Company and authorization to proceed with the work as of this date under the provisions of PFM 30-4 are requested.

Very truly yours,

H. C. Williams
State Highway Engineer

By

H. L. Porter
Office Engineer

DBP:jb

RECEIVED
MAR 17 1960

FOR FILING

T 80N 7(1) 306
5604

March 16, 1960

California-Pacific
Utilities Company
Baker-Pleasant Valley Sec.
Old Oregon Trail Highway
Project No. 1-80N-7(1)306

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting the following data in connection with adjusting the California-Pacific Utilities power line on the above project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company for adjusting its lines.
- 2.. Two copies of the Company's estimate of cost for adjusting the power lines.
3. Two copies of the sketch (7 sheets) proposed by the Company showing adjustments to be made.

Your approval of the agreement between the State and Company and authorization to proceed with the power line adjustments as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
MAR 17 1960

FOR FILING

IN 7015-6
5604

March 16, 1960

Honorable Mark O. Hatfield
Governor of Oregon
Capitol Building
Salem, Oregon

Dear Governor Hatfield:

I write this in answer to your note of March 15 attached to a telegram from "land owners in Pleasant Valley area", as Mr. Williams is out of the state.

The unit of highway referred to is known as the Baker-Pleasant Valley Section which is a part of the National System of Interstate and Defense Highways and, as such, is being built to a high standard of design in order to meet federal standards. The location and design of this highway has been under study for several years with various alternates and possibilities having been considered before arriving at a final adopted route. Public hearings were held as well as meetings with local property owners. The principal objectors were some people by the name of Troy. I have no way of knowing if these people are the ones who sponsored the telegram to you (we received the same telegram), but they have written or called upon many people in an effort to forestall the construction of the highway as planned. The following is a partial list of the people that they have asked to intercede for them:

Clinton P. Haight, Jr., Representative from Baker County
Robert D. Holmes, former Governor
Al Fliegel, Representative from Douglas County
Wayne Morse, United States Senator
Al Ullman, member of Congress
Anthony Iturri, State Senator.

Our file on this matter is quite voluminous, as all inquiries have been carefully answered.

Governor Hatfield - 2

March 16, 1960

Several routes through the area were investigated and the final route determination was made after careful engineering studies, conferences with the Bureau of Public Roads, and public hearings. The route chosen would cost approximately \$100,000 less than the alternate route which had the disadvantage of being slightly longer and having substantially more curvature.

Under the interstate highway concept, the roads that we are now building are presumed to be constructed to geometric standards based on well-known scientific facts and should represent the ultimate in highway construction to accommodate motor vehicles for many years in the future or until some entirely new concept of motor vehicles is developed.

The Highway Commission did not believe it would be in the public interest to spend additional funds to secure an inferior product. After considering all phases of this matter, the Highway Commission adopted the route and authorized us to proceed with the acquisition of rights of way to be followed by construction. Bids were received for the grading on March 1, 1960, and a contract was awarded to the Keystone Construction Company, of Prineville, on March 10.

I do not see what could be gained by retaining the Morrison-Knudsen Company, Inc., to review this matter. It is a construction firm, albeit one of the largest in the United States, it is not primarily concerned with engineering matters involved in highway location and design.

It is unfortunate that to build a highway to the high standard demanded by the interstate act sometimes requires the taking of farm land. The major portion of this right of way is pasture land covered with sagebrush; however, it has also been necessary to acquire irrigated farm land in several instances. I am attaching a list of the property owners from whom right of way had to be acquired, as you requested. I am also attaching a copy of a map which shows the two routes referred to in the telegram.

It is regrettable that this matter has become controversial; however, this as well as all other units of the interstate system must be constructed as a public project for the benefit of Oregon and the nation. The Highway Commission has not acted capriciously in route selection.

I shall be glad to give you any additional information that you might wish.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

FC:fn

Encl. cc Mr. W. C. Williams

List of Property Owners
Baker-Pleasant Valley Section

<u>File No.</u>	<u>Name</u>
28044	Susie Iva Geyer Gillingham
28045	Margaret Burke
28046	L. X. Carroll and Margaret E. Carroll
28047	S. E. Phelps and Gladys Phelps
28048	Paul Rees and Mura L. Rees; Gordon B. Nash and LaRecia A. Nash
28049	Ethel A. Palmer; Fern P. Werschkul and James Werschkul;
28050)	John W. Dougharity and Pauline A. Dougharity
28051)	
28052	Lester F. Briske and Barbara Briske
28053	Patricia H. Ingram and J. W. Ingram
28055	Margaret Becker; Frances Troy; Elizabeth Troy; J. Stephen Troy and Lora M. Troy; John Francis Hempe and Hazel Hempe; Sister Miriam Magdalia; Albert Joseph Hempe and Vivian Hempe; Mary Hill and Charles Hill; George S. Hempe and Mary Esther Hempe
28056	Frances M. Troy and Elizabeth Troy
28057	Weston C. Larn and Zelerna V. Larn
28058	Union Pacific Railroad Company
28059	C. A. Brown and M. Pearl Brown
28060	Norman Jensen and Josephine Jensen
28124	U. S. Department of Interior - Bureau of Land Management
28142	George W. Logan and Eunice Walter Logan
29170	Fern P. Werschkul and James Werschkul

FROM THE DESK OF
MARK O. HATFIELD

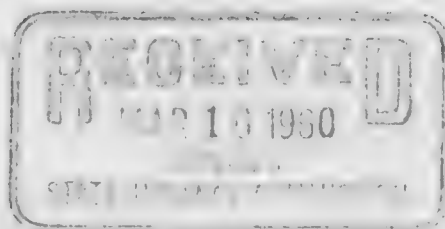
Mr. Williams:

Will you please give me a report on the situation mentioned in the attached telegram? Also, if you have any information in your files giving the names of the land owners in the Pleasant Valley Area, will you please inform me so that I may acknowledge this telegram.

Thanks !

M.O.H.

March 15, 1960



CLASS OF SERVICE
This is a fast message
unless its deferred char-
acter is indicated by the
proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL, President

1220
(R 11-54)

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International
Letter Telegram

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination.

2RA193

PR BEA053 NL PD=BAKER ORG 14:

=WILLIAMS, CHIEF ENGINEER=

OREGON STATE HWY DEPT SALEM ORG=

THE LAND-OWNERS IN THE PLEASANT VALLEY AREA ON HIGHWAY 30 EAST OF BAKER, OREGON, HEREBY PROTEST THE WASTE OF PUBLIC FUNDS ON CONTRACT TO CONSTRUCT NEW HIGHWAY SOUTH OF UNION PACIFIC TRACKS FROM ENSIGNA TO PLEASANT VALLEY. THE ABOVE LOCATION REQUIRES SIX BRIDGES IN ABOUT FIVE MILES AND THE FILLING OF A LOW, WET, SWAMP; AQUISITION OF VALUABLE CROP LAND AND OTHER COSTLY COMPLICATIONS AT A COST ABOVE ESTIMATED ROUTE NORTH OF UNION PACIFIC RR. THROUGH SAME AREA. THE NORTH SIDE ROUTE WOULD REQUIRE NO BRIDGES, NO SWAMP FILL, CHEAPER GROUND, AND WOULD GIVE A BETTER ROAD WITH LESS MAINTENANCE COST.

WE RESPECTFULLY REQUEST THAT THIS MATTER BE GIVEN SERIOUS CONSIDERATION BEFORE IT IS TOO LATE. THE BIGGEST CONSTRUCTION COMPANY IN THE NORTHWEST COULD ACT AS CONSULTANT OR REFEREE BY GIVING AN OPINION. SUGGEST INVESTIGATION MORRISON-KNUDESON BID ON NORTH SIDE ROAD COMPARED TO BIDS ON SOUTH SIDE LOCATION=

LAND OWNERS IN PLEASANT VALLEY AREA.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
2	Summary
2A, 2B, 2C	Typical Sections
3-4	Plan & Profile
4A	Profile
5-14	Plan & Profile
14A	Profile
15-21	Plan & Profile
21A	Profile

Drq. No's.

1833 Table of Oiling Details.
 2085 Fence (Metal Posts).
 2085A Fence (Wood Posts).
 2091 CMP Inst. Details.
 2092 Entrance Ramp Details.
 2093 Exit Ramp Details.
 2094 Metal Guard Rail.
 2105 Concrete Inlets.
 2107 Culvert End Sections.
 2112 Sloped Ends for CMP.

9796
 10509
 14626
 14740
 14741
 14742
 12950

S-64
 15544

R.C. Box.

Retaining Walls.

STATE OF OREGON STATE HIGHWAY PLANS FOR PROPOS

GRADING

BAKER-PLEASANT VALLEY

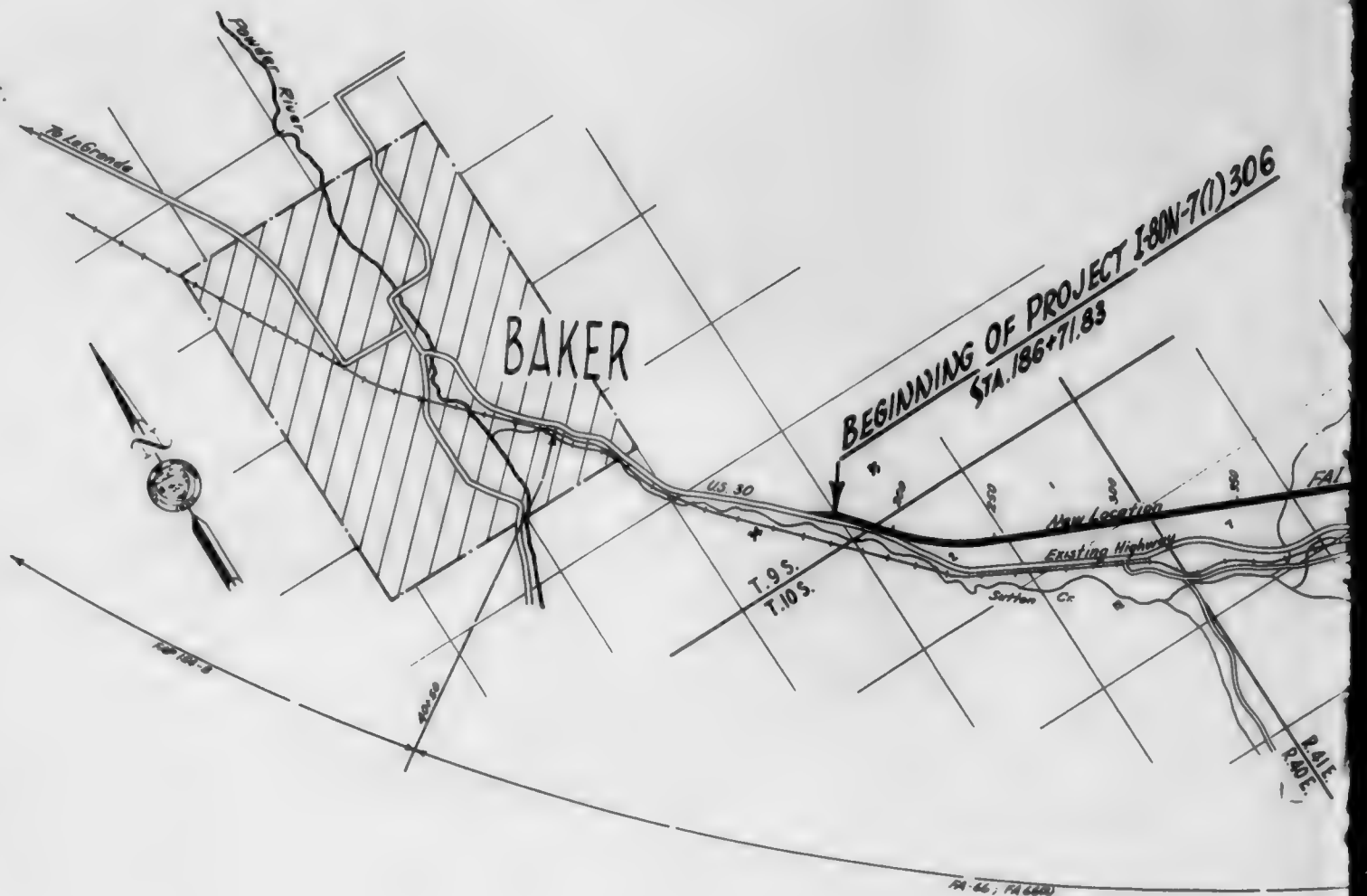
OLD OREGON TRAIL

BAKER COUNTY

MARCH, 1960

CONVENTIONAL SIGNS

- State Line
- County Line
- City or Town Limits
- Township Line
- Section Line
- Donation Land Claim Line
- Fence Line
- Guard Rail
- (Unfenced Property or Right of Way Line)
- Existing Roads
- Trails
- Base or Survey Line
- Railroads
- Retaining Wall
- Culverts
- Drop Inlet
- Trolley Pole
- Power Pole
- Telephone or Telegraph Poles
- Marsh
- Irrigation Ditches
- Bridges
- Trees

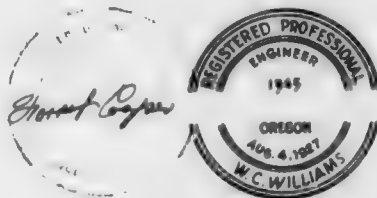


Sketch Map
 Scale 0 4000 8000

OF OREGON WAY DEPARTMENT ROPOSED PROJECT

GRADING
ANT VALLEY SECTION
ON TRAIL HIGHWAY
KER COUNTY
MARCH, 1960

BAKER-PLEASANT VALLEY SECTION OLD OREGON TRAIL HIGHWAY BAKER COUNTY				SHEET No. 1
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS See Index
8	OREGON	I-80N7(1)306		



W.C. Williams
DIP. STATE HIGHWAY ENGINEER

STATE HIGHWAY COMMISSION
M. K. Melver Chairman
Kenneth N. Fridley Commissioner
Glenn L. Jackson Commissioner

DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	
APPROVED:	
DIVISION ENGINEER	DATE

Sketch Map

4000 Feet
8000

RECEIVED
MAR 11 1960

FOR FILING
I-80N-7(1)306
5604

March 14, 1960

Maker-Pleasant Valley Section
Old Oregon Trail Highway
Project No. 1-80N-7(1)306

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

March 4, 1960, we submitted a request for authorization to adjust the El Paso Natural Gas Company's pipe line on the above project by contract.

We are enclosing a copy of a letter from the Company requesting that the name of Hallmac Construction Company of Houston, Texas, be added to the list of contractors submitted with our letter.

Approval of contracting this work is contained in your letter of March 8, 1960.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
MAR 11 1960

FOR FILING

J-80N-7(1)306
5604

March 10, 1960

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Gentlemen:

The State Highway Commission on March 10, 1960 awarded to you State Highway Contract No. 5604 for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

This award was based on your bid of \$1,560,015.60 which was the low bid submitted to the Commission on March 1, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

RECEIVED

FOR FILING

I-10N-7(1)306

When replying, refer to
08-35.1

5604

408 State Highway Building
Salem, Oregon

March 10, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of
this date in award of Contract No. 5604 for Oregon Project
I-80N-7(1)306, Baker-Pleasant Valley Section of the Old Oregon
Trail Highway, to Keystone Construction Co., Inc. of Prineville,
Oregon, low bidder in the amount of \$1,560,015.60 at the March 1,
1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Chas. Porter

RECEIVED
IDaho
MONtana
OREgon
WASHington
MAR 5 1960

FOR FILING

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.5

408 State Highway Bldg.
Salem, Oregon

March 8, 1960

525

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-7(1)306
Baker-Pleasant Valley Section
Old Oregon Trail Highway

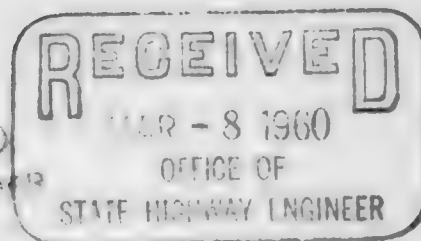
Dear Sir:

In view of the El Paso Natural Gas Company's statement that they are not adequately staffed nor equipped to make the adjustment of their 22" main natural gas line on the above project, we concur in your request of March 4, 1960, for the company to do this work by contract, under the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
C. G. Polk
Division Engineer

*Polk
3/8/60*



RECEIVED
MAR 7 1960

FOR FILING

**Salem, Oregon
March 7, 1960**

**Mr. John Herr
Accounting**

We have in the safe Certified Check No. 1058 in the amount of \$79,250, submitted as a proposal guaranty by Keystone Construction Co., Inc., with their low bid on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, on which project bids were received March 1. (Award will be made March 10, 1960, at the Highway Commission Meeting).

OREGON STATE HIGHWAY COMMISSION

Secretary

**cc Dorothy Cook
fp**

RECEIVED
MAR 4 1960

FOR FILING

March 4, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re: Pipeline Adjustment
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Project L-80M-7(1)306

Dear Sir:

Herewith are two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the El Paso National Gas Company for adjusting its main 22" natural gas line on the above project.

The Company is not adequately staffed to move this line and normally does this type of work by contract. We are enclosing a list of qualified contractors who have been solicited to submit bids for the above work.

Authorization to adjust the pipe line by contract under the provisions of FPM 30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

BY

R. L. Porter
Office Engineer

Enc.
DBP:lt

RECEIVED
FEB 23 1960

FOR FILING

February 19, 1960

Mr. C. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of the Special Provisions and plans covering grading work on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, bids for which are to be received in Salem on March 1, 1960.

In general, the work is to be performed without interference with railroad facilities except at Eugene and Pleasant Valley as indicated on sheets 14 and 20 of the plans and fill encroachments as indicated on sheets 15, 19 and 21 of the plans.

Provisions call for the contractor to protect your Company's tracks, facilities, communication lines, and any other property of your Company which might be damaged by the contractor's operations as set forth in the insert titled "Relations with Railroad Company"; also, the contractor shall furnish protective and liability insurance of the kinds and in the amounts indicated on page 36 and as set forth in the insert titled "Railroad Protective Insurance".

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. L. Porter
Office Engineer

JR:bb

cc: G. S. Penson
J. W. Delouan
R. M. Brown, Dist. Engr.
Union Pacific Railroad Co.
629 Pittock Block
Portland 5, Oregon

RECEIVED
FEB 23 1960

FOR FILING

February 15, 1960

Mr. D. P. Wengert
General Manager, Northwestern District
Union Pacific Railroad Company
828 Pittock Block
Portland 5, Oregon

Dear Mr. Wengert:

I am returning herewith an endorsed copy of your letter of February 12 under which you grant a permit of entry for the reconstruction of the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County. I wish to thank you for your action in this matter.

In order that we may clear the project with the Bureau of Public Roads, I would appreciate, as early as convenient, an estimate of cost of your railroad reimbursable work.

Very truly yours,

W. C. Williams
State Highway Engineer

Enclosure

cc to: Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. R. L. Porter

OSP: ga as

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

D. F. WENGERT
GENERAL MANAGER
NORTHWESTERN DISTRICT

February 12, 1960

828 PITTOCK BLOCK
PORTLAND 5, OREGON

C 315 - 2 - 6

NOTED
G. S. PAXSON

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Your letter of February 1st to Mr. Baker,
regarding Baker-Pleasant Valley section of the old
Oregon Trail Highway:

You hereby are granted permit of entry on the
right of way in the locations requested upon the condi-
tion that the State will execute customary form of agree-
ment when presented, which agreement shall include pro-
visions for usual insurance and for reimbursement by the
State to the Railroad for any expense incurred by the
latter.

To express your agreement and concurrence,
kindly sign the acceptance shown below and return the
carbon copy for our file.

Very truly yours,

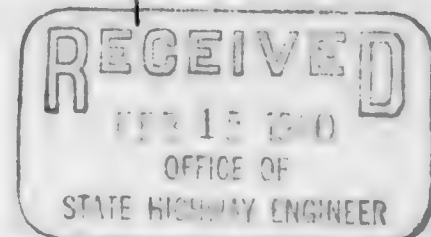
Accepted this 15th day of
February, 1960.

STATE OF OREGON

By 

State Highway Engineer

CC - Mr. R. B. Kester - Portland
Mr. R. M. Brown "
Mr. D. J. Callahan "
Mr. G. H. Baker - Albina



*Porter
Whit
C. S. Palk*

D. F. Wengert

RECEIVED
FEB - 2 1960

FOR FILING

February 1, 1960

Mr. G. H. Baker
Superintendent
Union Pacific Railroad Company
2525 N. Larabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Baker-Pleasant Valley
Section, Baker County

On October 27, 1958, we sent you the first submission of maps and cross sections covering encroachments on your right of way for the overcrossings at Encina and at Pleasant Valley and also for longitudinal encroachments near Pleasant Valley. According to your suggestions, we have made several revisions to these drawings and on June 8, 1959 submitted revised drawings for the encroachments and overcrossing near Pleasant Valley. The first submission of the Encina overcrossing apparently was satisfactory. Subsequent to that time some question was raised as to the extension of the present private road crossing at Pleasant Valley to serve your well and the Troy property lying to the south of the railroad and new highway. Pursuant to your request, we have raised our road grade and increased the size of the underpass to the dimensions which you suggested.

At a meeting in Portland on January 22 with Mr. Dunbar, Mr. Rancke and Mr. Baysinger, it was decided that this private road crossing could be used by the Troy interests in lieu of the present private road crossing now used by them farther to the west. Representatives of the Railroad and Highway Department are to call upon the Troys and explain the matter to them.

As mentioned in my letter of December 21, 1959, it is very urgent that we get this project under contract, and since there seems little chance of having a formal agreement in time for our contract schedule of March 1, I am requesting that we be granted a permit of entry covering the longitudinal encroachments and other encroachments which would be required for the grading of the section.

The overcrossing structures at Encina and at Pleasant Valley will not be placed under contract for several months and probably can be handled under a formal agreement. In order to meet our schedule we

*Copy made
for Mr. Polk*

Mr. G. H. Baker -2

February 1, 1960

should have this permit of entry on or before February 15. I hope before that date some arrangement can be made so that we may have it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. B. Paxon
Assistant State Highway Engineer

cc

Mr. R. M. Brown
Mr. J. A. Dunbar

Mr. W. C. Williams
Mr. R. L. Porter
Mr. Walter Wright

RECEIVED
FEB 17 1960

FOR FILING

I-80N-7(1)306

When replying, refer to
5604 03-15.4-DA

408 State Highway Building
Salem, Oregon

February 11, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for
Oregon Project I-80N-7(1)306, Baker-Pleasant Valley Section of
the Old Oregon Trail Highway in Baker County.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification
that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C. G. Polk
Division Engineer

By: D. M. Emrich
Acting Division Engineer

*Only
Change*

RECEIVED
DEC 21 1959

FOR FILING

I-80N-7(1)306

5604

December 21, 1959

Mr. G. H. Baker
Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

It is necessary that we award a contract for the construction of the Baker-Pleasant Valley Section in Baker County, Oregon. We propose to let a contract for this work March 1, 1960.

We have been in conference and correspondence with you for more than a year concerning the necessary easements for this construction. Under date of August 25, 1959, I wrote you submitting revised maps and plans which, so far as I know, clear up all matters concerning this. We have a letter from Mr. D. J. Callahan to our Walter T. Wright advising that everything was in order on lands that we are to purchase from your company but that the deed for this land was being held until such time as it could be included in the easement and construction agreements covering encroachments and other matters on the project.

In order to meet the contracting dates it will be necessary that we have agreements by February 1. It would be greatly appreciated if you could advise whether this can be done.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxon
Assistant State Highway Engineer

GSP:gn

cc Mr. J. A. Bunjer
Mr. D. F. Mangert
Mr. W. C. Williams
Mr. R. L. Porter
Mr. Walter T. Wright

RECEIVED
OCT 5 1959

FOR FILING

I-80N-7(1) 306
5604

Salem, Oregon
October 2, 1959

Baker-Pleasant Valley Section,
Old Oregon Trail Highway

Mr. Forrest Cooper
Deputy State Highway Engineer

Herewith copy of a letter from Callahan of the Union Pacific. I do not believe they have any intention of making any railroad line change, but they are using this to delay the matter. I would suggest that we write them and tell them that we are not in any way interested in the change.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

UNION PACIFIC RAILROAD COMPANY

PROPERTY DEPARTMENT

D. J. CALLAHAN
MANAGER OF PROPERTIES

H. C. HARVEY
GENERAL TAX AGENT

O. W. RYAN
GENERAL INDUSTRIAL AGENT

PITTOCK BLOCK
PORTLAND 5, OREGON

September 28, 1959

File: 1025-3

Mr. Walter T. Wright
Right of Way Engineer
State Highway Department
Salem, Oregon

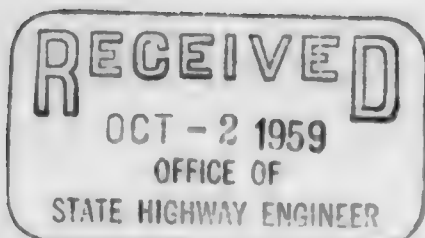
Dear Mr. Wright:

Referring to your File No. 28058, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County and confirming your understanding as to conveyance of the 200' x 200' parcel to which you have expressed satisfaction to our form of deed as referred to in your July 29, 1959 letter and to advise that your appraisal figures are acceptable, including the \$425 for garage, outhouse and yard improvements subject to the conditions contained in my letter of June 5 and July 2, 1959.

Execution of the deed for the above mentioned parcel on behalf of our principals for conveyance to the State of Oregon will be withheld until final decision has been reached as to the proposed railroad line changed in this vicinity which if accomplished would eliminate the need for the two highway overpasses as explained in my July 2 letter. As soon as this item and the highway easement and encroachment areas as presently being worked out between our Superintendent and Mr. Paxson's office are concluded, we will then be in a position to obtain execution of deeds to accomplish the above mentioned conveyance.

Yours very truly,

D. J. Callahan



NOTED
FORREST COOPER

RECEIVED
AUG 26 1959

FOR FILING

I-80N-7(1) 306
5604

August 25, 1959

Mr. G. H. Baker
Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Re: Baker-Pleasant Valley Section
Baker County

Please refer to Mr. Callahan's letter to Mr. Wright of the State Highway Department dated June 5, 1959 and my letter to you dated June 18, 1959.

In subsequent conferences I understand you desire more information about the underpass of the freeway providing access to your well. I am attaching two prints from a drawing showing the condition at the underpass.

1. The profile of the road connecting your station grounds and the existing highway to the well and to the property lying south of the new highway is shown on this map. We have raised the grade of our highway so that the flow line or floor of the culvert is at the top of the 10' x 6' culvert carrying Alder Creek under the connecting road which will insure drainage away from the structure even when the culvert is flowing full. You will note that the connecting road lying to the south of our highway provides an adequate connection to the well.

2. The sight distances from a point on your right-of-way line at the south of the railroad crossing and from a point 100 feet north of the tracks is shown on the map. This takes account of obstructions by your station buildings and by the brush lying to the west of the crossing.

3. We propose to change the channel of Alder Creek so that the culvert carrying the creek under the connecting road will be entirely outside of your right of way and will be maintained by the State.

Mr. G. H. Baker -2

August 25, 1939

4. We have shown on the map the area lying south of the well through which we are asking an easement for the construction of the connecting road.

I believe this will provide sufficient information so that the processing of the easements on this section can proceed.

Very truly yours,

W. C. Williams
State Highway Engineer

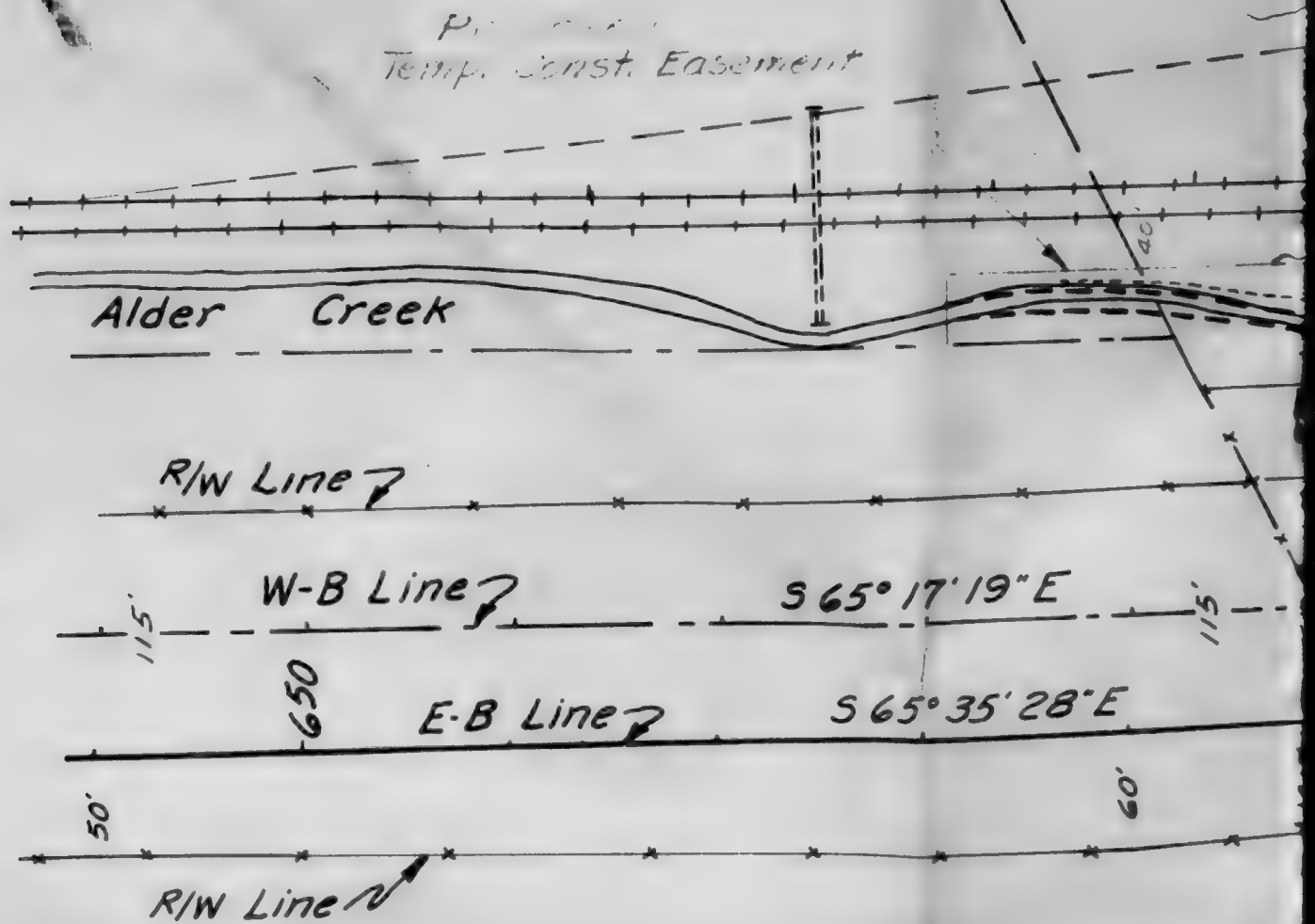
By

G. S. Paxson
Assistant State Highway Engineer

GSP:gn
Attach. to Mr. C. Williams
cc Mr. Tom Edwards

FINAL SURVEY	SURVEYED		BY	DATE
	PLOTTED			
	TEMPLATE			
	AREAS			
	AREAS CHECKED			
NOTE BOOK				
NO.				

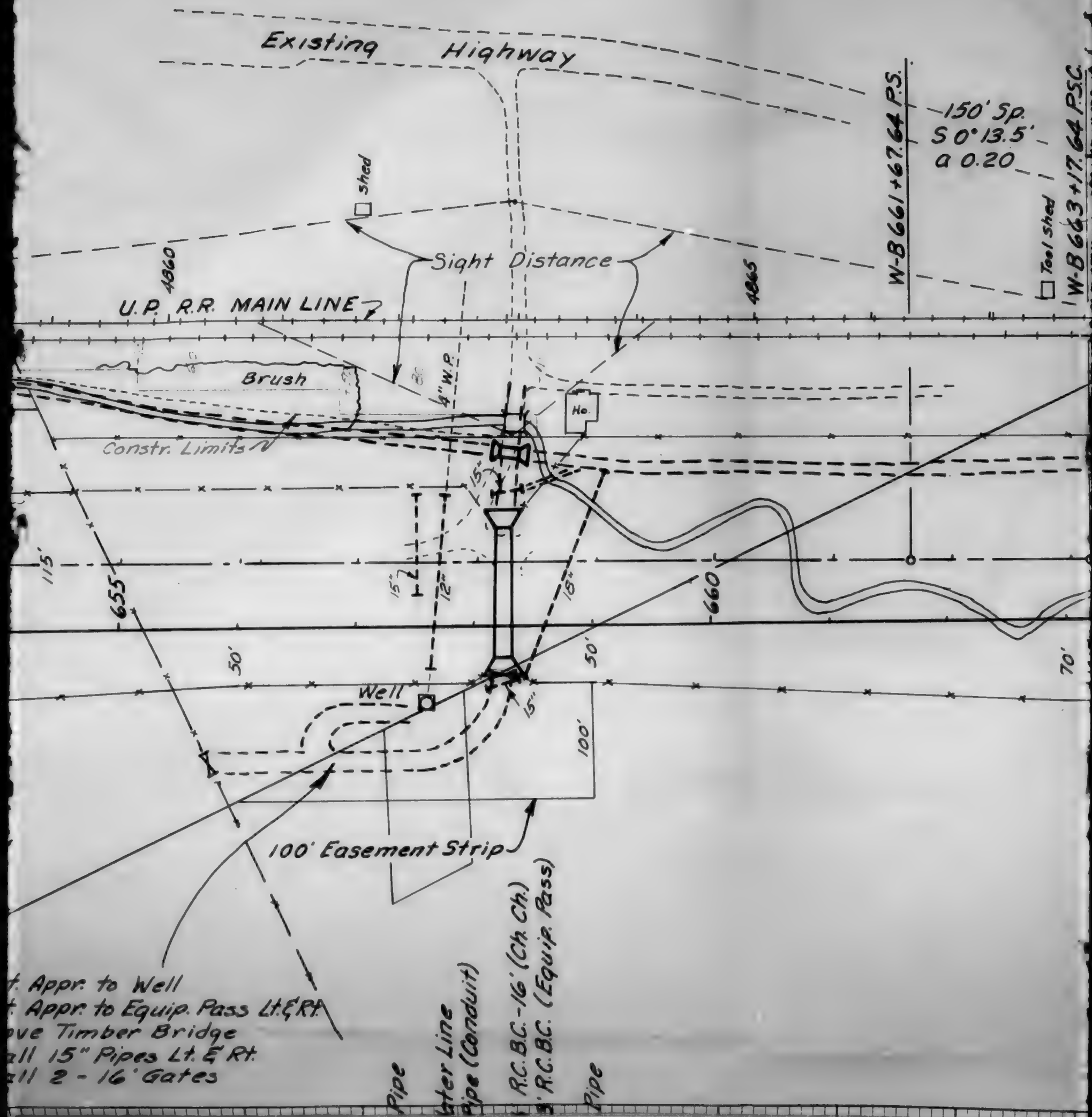
T. 10 S



Section 24
Section 25

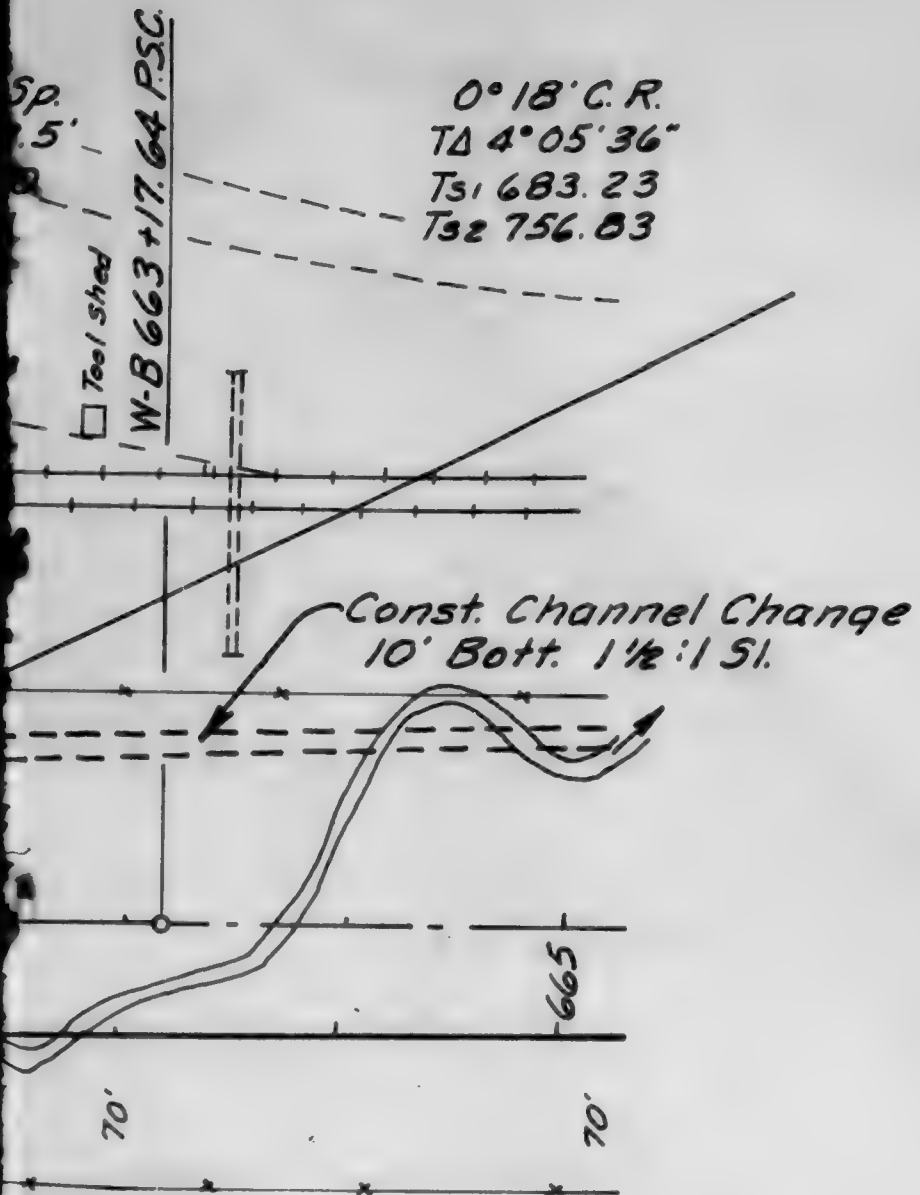
Const. Appr.
Const. Appr.
Remove Tm
Install 15'
Install 2'

T. 10 S., R. 41 E., W. M.



Sketch Map of Equipment Pass
At Sta. 658+25
BAKER - PLEASANT VALLEY SE
OLD OREGON TRAIL HIGHWAY
BAKER COUNTY

ROAD DESIGN
SECTION
AUG 25 1959
OFFICE ENGINEERING
DIVISION



Parson

Sketch Map of Equipment Pass
At Sta. 658+25
BAKER - PLEASANT VALLEY SEC.
OLD OREGON TRAIL HIGHWAY
BAKER COUNTY

ROAD DESIGN
SECTION
AUG 25 1959
OFFICE ENGINEERING
DIVISION

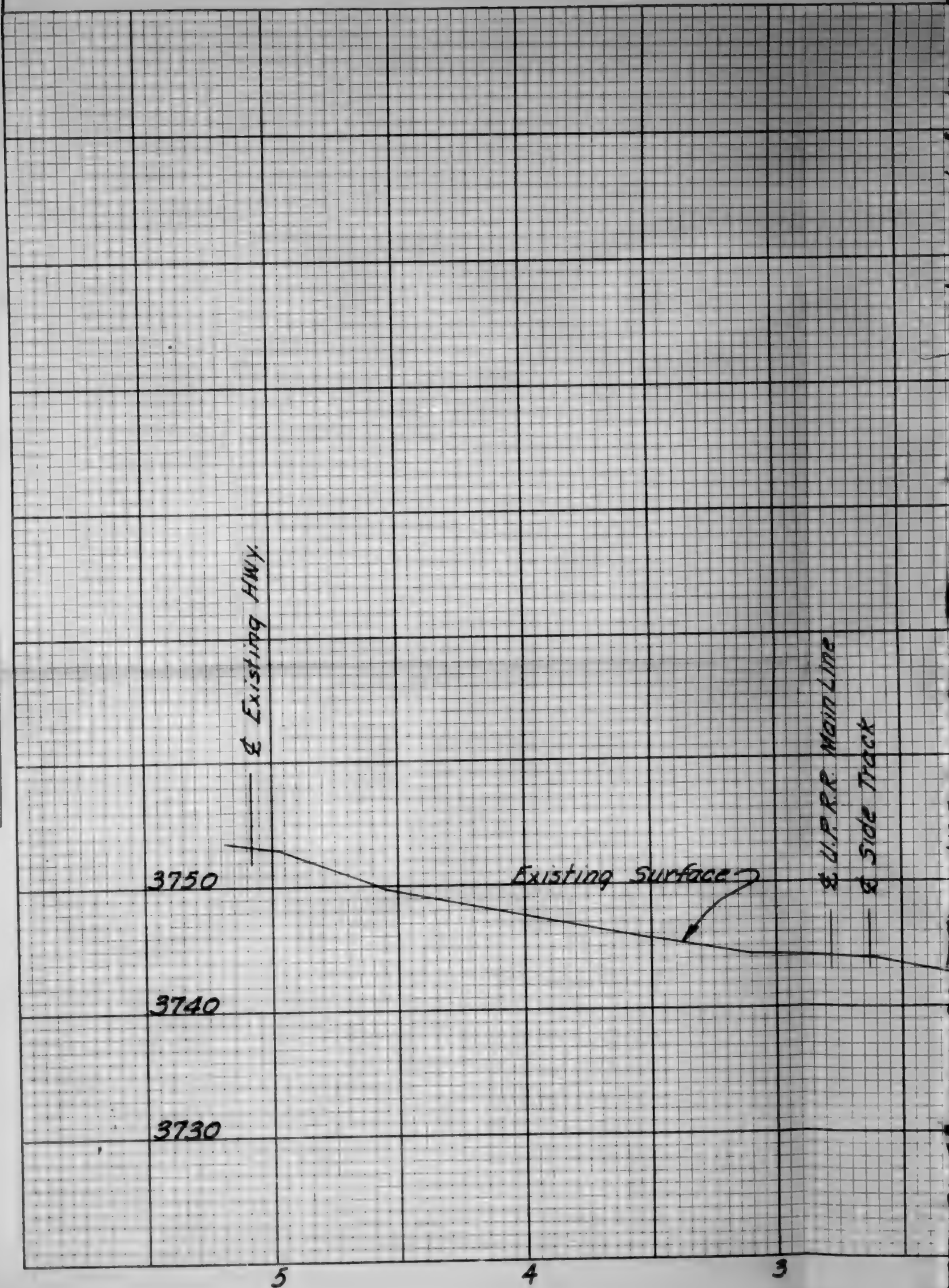
° 18' C. R.
4° 05' 36"
683.23
756.83

Channel Change
Bott. 1 1/2 : 1 Sl.

665

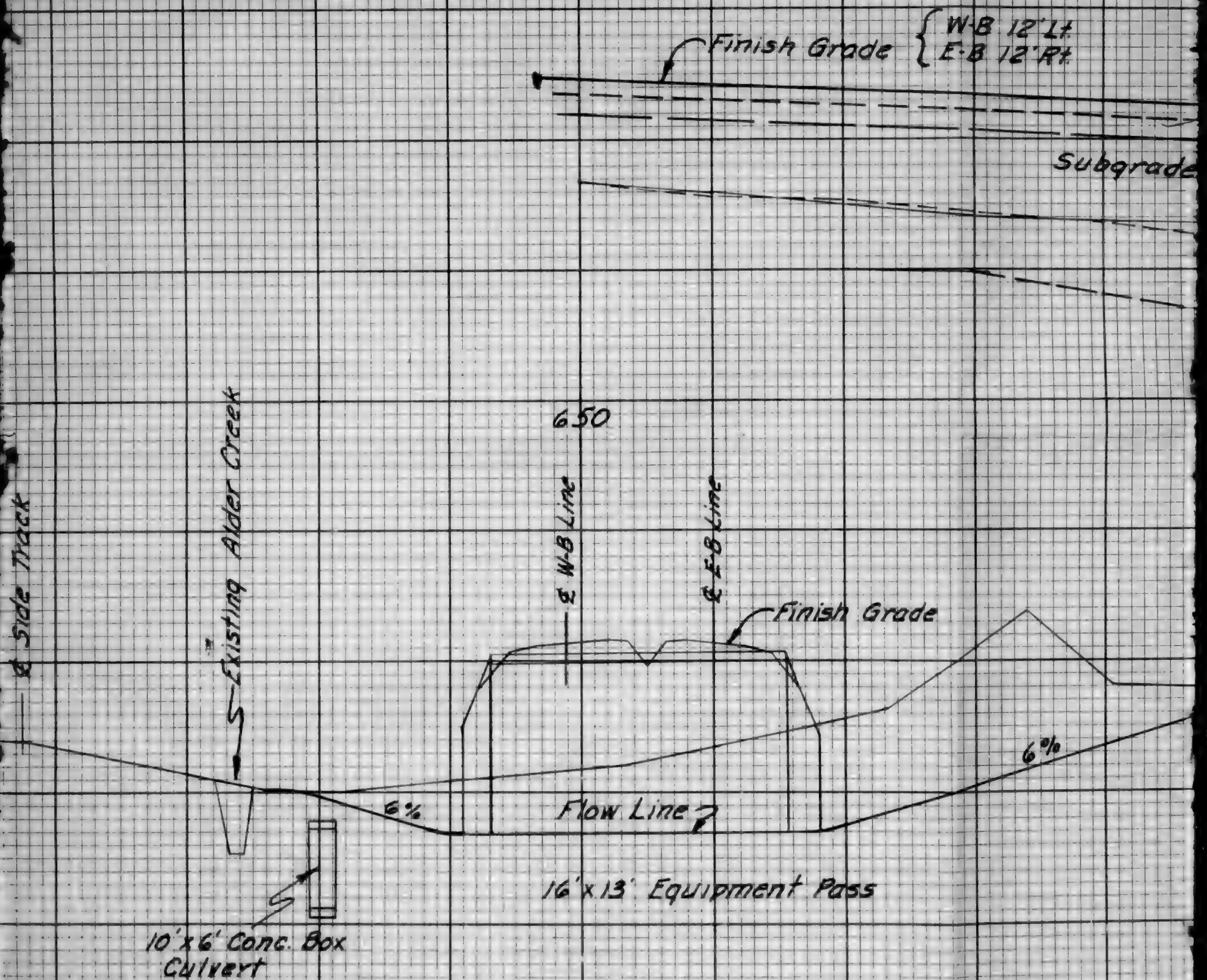
70'

ORIGINAL SURVEY	NO.	SURVEYED PLOTTED TEMPLATE AREAS AREAS CHECKED	BY	DATE
NOTE BOOK				



2nd Section

Remove 11"
Install 15"
Install 2 -



PROFILE OF UNDER CROSSING AT STA. 658+25

2

1

0

1

Timber Bridge
 4 15" Pipes Lt. E Rt.
 2 - 16' Gates

+50 Install 15" Pipe

+65 Adjust 4" Water Lin
Install 12" Pipe (Co.

+25 Const. 10'x6 R.C.B.
Const. 16'x13' R.C.B.

+55 Install 18" Pipe

-0.43

W-B Finish Grade 12' Rt.

grade

Set Subgrade Mat'l.

W-B Ground Line

E-B Grou

-1.7

Channel Change Grade

-0.3

655

3730.9

660

Appr to Well

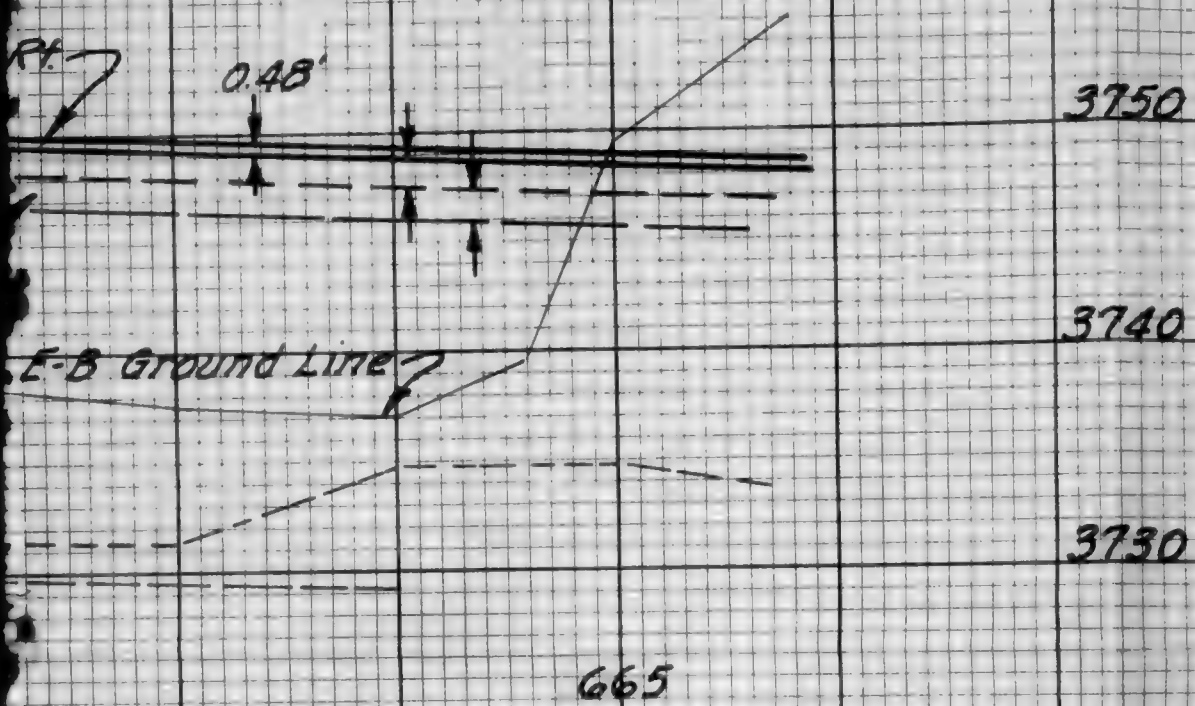
E Well

5

2

3

4



RECEIVED
JUL 15 1959

FOR FILING

I-80N-7(1) 366
5604

Salem, Oregon
July 14, 1959

Baker-Pleasant Valley Section

Mr. Tom Edwards

66

I believe that all questions as to encroachments on railroad property on the Baker-Pleasant Valley Section have been resolved except the road crossing giving access to the Union Pacific Railroad Company well and to the property owners who were previously served by a grade crossing farther to the west. The Union Pacific wants further information concerning this crossing. They want

(a) A profile of the crossing from the old highway across their tracks and under the new highway and to a connection with their well. It appears from the plans that our road will come to ground surface about 200 feet west of the well, and I presume some sort of access to the well must be made.

(b) They want information as to the sight distance of the grade crossing from vehicles approaching from either side. This should be taken at a point on their right-of-way line on the south and approximately 100 feet from the railroad crossing on the north. I understand that the visibility will be obstructed by their station buildings and by brush in the borrow pits.

(c) They object to maintaining the present bridge over Alder Creek on the existing road. They bring out that prior to this time the bridge served only their own traffic and that now it would be serving the public as well. I can see some merit in their objection and suggest that the channel change be carried on to the west far enough so that the bridge will be on our right of way and maintained by us.

(d) Our construction plans show a 100-foot easement extending from east of the well some 200 feet or more and, by implication at least, show this easement as coming from the Railroad Company. On the attached map is shown what the Railroad Company actually owns, which you will note is only 70 feet in width, parallel to the section line.

Please give me the information requested and make such changes in the construction plans as are necessary to accommodate the bridge.

GSP:gn
Attach. cc Mr. W. C. Williams

G. S. Paxson

RECEIVED
JUN 18 1959

FOR FILING

I-80N-7(1)-06
5604

June 18, 1959

Mr. G. H. Baker
Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Dear Sir:

Reference is made to a letter from Mr. D. J. Callahan to Mr. Wright dated June 5, 1959, and having to do with right of way and easements on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway. I understand that settlement is practically reached on Parcel No. 1 which we are purchasing and that final negotiations will be between Mr. Callahan and our Right of Way Division.

I understand that the principal question now to be resolved as to the easements is Parcel No. 7, which provides a connection to your well and to four or five private ownerships lying across our highway from the railroad track. I understand that the principal objection to our proposal for this private crossing is that traffic now using the private grade crossing of your track some 2300 feet westerly from our proposed crossing will be diverted to this crossing and will pass through or near your station grounds. The present grade crossing lying to the west will be closed by our highway construction and it is not practicable to attempt to keep the crossing open.

You will note that any underpassing of our freeway would be well below the elevation of the creek and that drainage would be impracticable. I would also bring out that under our proposed scheme you will be entirely relieved from one existing private crossing and, while the crossing near your station grounds will have more traffic, it would seem more advantageous to you than is the case under the present arrangement.

By arrangement with the private owners lying to the south of the highway we will construct a 16' x 13' box at the proposed undercrossing of our freeway. We are arranging to raise the grade line of our freeway approximately two feet to allow the entire undercrossing structure to be raised a similar amount. This will place the bottom of the underpass, at its north end, four feet above the flow line of the drainage ditch, and all of our studies indicate the maximum high

Mr. G. H. Baker - page 2

June 18, 1959

water in this ditch will not exceed four feet. The culvert will slope toward the north so that it will all drain into this ditch.

This undercrossing structure would not be a burden on the Railroad Company for maintenance as it is on our right of way and under our highway and would be maintained by the State.

It would be possible to shift the undercrossing farther to the east, but this would be of no benefit to you as it would increase your distance to the existing well and would still involve traffic adjacent to your yards.

We would appreciate your further consideration of this matter as the plan which we propose seems to be the only feasible solution of the problem.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ga

cc Mr. R. M. Brown

Mr. W. C. Williams
Mr. Tom Edwards
Mr. Walter Wright

UNION PACIFIC RAILROAD COMPANY

PROPERTY DEPARTMENT

D. J. CALLAHAN
MANAGER OF PROPERTIES
H. C. HARVEY
GENERAL TAX AGENT
O. W. RYAN
GENERAL INDUSTRIAL AGENT

PITTOCK BLOCK
PORTLAND 5, OREGON

June 5, 1959

1025-3

Mr. Walter T. Wright
Right of Way Engineer
State Highway Department
Salem, Oregon

Dear Mr. Wright:

Please refer to your file No. 28058, Union Pacific Railroad Company, Baker-Pleasant Valley Section, Old Oregon Trail Highway, and further to my letter of May 18, 1959 concerning this subject.

Our Superintendent has advised that he is handling the operating features further with Mr. Paxson's department, but so you will be completely informed, I am showing below various items which have not yet been composed between those departments of the railroad and the state and which will have to be concluded prior to conveyance of your Parcel 1:

- 1) Concerning Parcel No. 1, we have already advised you that the appraised value of \$367.20 for conveyance is satisfactory, and we also understand that you are agreeable to settling for the garage, outhouse, and yard improvements on a lump sum appraisal to be made by our people so long as it is reasonable. Our Superintendent is developing that amount, and we will advise you at a later date. Settlement on this basis will then preclude moving any of the other buildings except the house, and your proposal from Mr. T. J. Lovely for moving the section house is also satisfactory providing:
 - (a) The foundation is a 6" wall (minimum and preferably concrete) with spread footing extended below the frost line;
 - (b) The septic tank and drain (disposal field) meet Clatsop County Health Department requirements.

NOTED
C. S. PAXSON

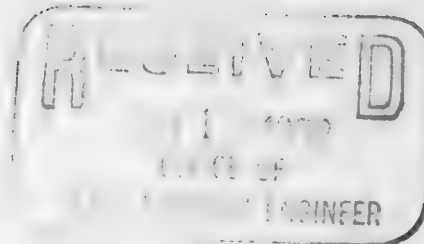
- (c) Relocation of the dwelling to be done to the railroad's satisfaction, and in this connection, our Superintendent desires the privilege of going over the work to be done with the bidder. The location selected for the dwelling is just easterly (railroad direction) of the easterly bunk house, requiring moving the dwelling only approximately 520 feet and will not require crossing the railroad tracks.
- 2) Parcels Nos. 2 to 6 all cover encroachments on which our Superintendent has handled with Mr. Paxson to obtain necessary information for an easement agreement.
- 3) Our Superintendent points out that Parcel No. 7 is a "permanent construction easement for a private road" over the property described and for the following reasons would prefer to handle this matter with Mr. Paxson:
- (a) Our Superintendent is not in favor of granting the State the easement for an access road across the well property to serve other property but instead desires a roadway by which the railroads could reach the well property for maintenance purposes, and further feels the existing road crossing near the present section house could be used for that purpose.
- (b) The proposed concrete box, as mentioned in the appraisal report, is 10' x 10', which is too small, and it is felt it should be not less than 12' x 12' or as stated on the grading plans a 16' x 13' box would be satisfactory for size. However such an installation indicated on the plans is unsatisfactory as the floor of the proposed box culvert would be from 8' to 11' below the natural ground at the center line of the highway lanes. The floor would also be approximately at the grade of the proposed adjacent channel change. No provision for draining this box is indicated and would require unnecessary maintenance on the part of the railroad to keep it open for passage of trucks and equipment to the well site.
- (c) It is pointed out that a private road crossing with gates exists near railroad mile post 355, which affords access to all of the area southerly

of the railroad, some 2,300 feet westerly of the railroad well property. The State's plans do not indicate any provision is being made to provide access to this road crossing from south of the highway. It is felt this crossing would be more desirable than to have traffic diverted across our company's well property.

- (d) The encasement of the 1½" water supply line in a protective conduit at the State's expense is satisfactory providing it is not less than a 6" conduit, permitting proper maintenance of the pipe line.

As soon as appropriate deed has been prepared we will submit it for your review prior to execution by our principals.

Very truly yours,



RECEIVED
JUN - 9 1959

FOR FILING

J-80N-7(1)206
5604

June 8, 1959

Mr. G. M. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee
Portland 17, Oregon

Dear Sir:

Under date of May 13, 1959, you wrote me requesting certain changes in the channel changes on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County. We have made the changes requested and, under separate cover, I am sending you a print of our Drawing 8B-10-22, revised June 1959, which is a map and cross sections of the area where channel changes are immediately adjacent to your track. I am also sending a print of our Drawing 8B-11-4, revised June 1959, which shows cross sections over the encroachment areas. Also, I am sending a print of our Sheet 19 of the construction plans for the Baker-Pleasant Valley Section, which shows the line changes which we have made to miss the Union Pacific Company's well at our Station 657+70. Also being sent is a cross section at this point. You will note that we are not proposing any additional load which might endanger the well.

I believe this will take care of all of the changes which you requested.

Very truly yours,

W. C. Williams
State Highway Engineer

by

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. R. E. Maacke, Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee
Portland 17, Oregon

W. C. Williams
Tom Edwards
Walter T. Wright

GSP:ae

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 5, 1959

SUBJECT: Baker-Pleasant Valley Section
Old Oregon Trail Highway

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
OFFICE

In line with your letter of May 18, 1959, and the attached copy from Mr. G. H. Baker, Superintendent of the Union Pacific Railroad Company, I am attaching a print of a revised encroachment map, one roll of cross sections showing encroachments in this area, one print of Sheet 19 of our Baker-Pleasant Valley plans showing our original and revised alignment in the area of the Union Pacific well, and one cross section at Station 657+70 showing our highway and service road construction at the well.

As requested in Mr. Baker's letter, the slopes have been changed between Highway Stations 521 and 527 showing $1\frac{1}{2}$:1 slopes on the highway and railroad of the channel change. In the area between Stations 698+50 and 700+50, the highway slopes were previously placed on a $1\frac{1}{2}$:1 and the railroad slopes on 1:1, these have also been revised to $1\frac{1}{2}$:1 slopes. In flattening the railroad slopes to $1\frac{1}{2}$:1, it was necessary to revise our encroachment line in the vicinity of Station 699, but inasmuch as in the extra area required the ground line is above the railroad tracks, the railroad company should have no objections.

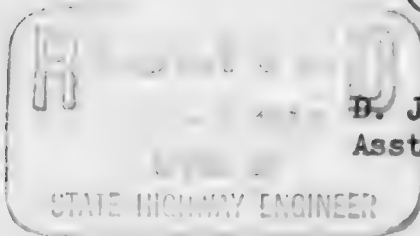
The revised channel change at the Pleasant Valley Overcrossing is shown on the encroachment map and the relationship between the grade of the channel change and the railroad grade is indicated on the cross sections in this area.

I believe this gives all the information requested by Mr. Baker.

Tom Edwards
Construction Engineer

By

D. J. Barbée
D. J. Barbée
Asst. Construction Engineer



DJB:law

Attachments

NOTED
C. S. PAXSON

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 5, 1959

SUBJECT: Baker-Pleasant Valley Section
Old Oregon Trail Highway

To:

Mr. G. S. Paxson
Asst. State Highway Engineer
OFFICE

In line with your letter of May 18, 1959, and the attached copy from Mr. G. H. Baker, Superintendent of the Union Pacific Railroad Company, I am attaching a print of a revised encroachment map, one roll of cross sections showing encroachments in this area, one print of Sheet 19 of our Baker-Pleasant Valley plans showing our original and revised alignment in the area of the Union Pacific well, and one cross section at Station 657+70 showing our highway and service road construction at the well.

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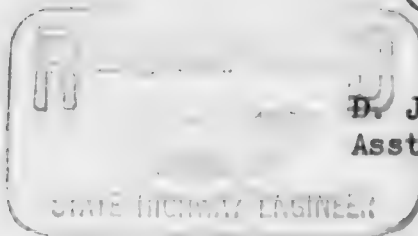
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I believe this gives all the information requested by Mr. Baker.

Tom Edwards
Construction Engineer

By

D. J. Barbée
D. J. Barbée
Asst. Construction Engineer



DJB:law

Attachments

NOTED
C. S. PAXSON

RECEIVED
MAY 21 1959

FOR FILING

Salem, Oregon
May 18, 1959

Baker-Pleasant Valley Section
Old Oregon Trail Highway

Mr. Tom Edwards

Herewith copy of a letter from the Union Pacific Railroad Company dated May 13 with reference to easements on the Baker-Pleasant Valley Section. You will note that they suggest changes in the cross section of the proposed channel change and also advise that they understand that we have changed our line since the submission of the last easement drawings on December 5.

Will you please give me the information to answer the various questions brought up in this matter and, if the drawings which we have previously submitted to them with our letters of December 5 and October 27, 1958 (copies of which are in your files) are no longer adequate, let me have new drawings upon which they can base their easement descriptions.

G. S. Paxson

GSP:gm
Attach.
cc Mr. W. C. Williams

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

MAY 13, 1959

File Ref. D 315 - 2 - 83

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Assistant State Highway Engineer.

Dear Sir:

Baker - Pleasant Valley Section,
Old Oregon Trail Highway

There are several loose ends to be taken care of on this project before we can prepare an appropriate exhibit and agreement.

You will recall that Mr. Baysinger discussed with you, sometime ago, the criticisms of our Chief Engineer regarding the proposed slopes on channel changes. Cross-section of the proposed channel change between Highway Stations 521 and 527 as platted on Dwg. 8B-11-4 show the slopes on the highway side much flatter than on the railroad side. In general the slopes adjacent to the railroad are 1:1 while those adjacent to the highway are 2:1. It is felt that the channel section should be symmetrical by equalizing the side slopes. This should be accomplished by shifting the channel alignment toward the highway, not by flattening the slopes toward the railroad. It is also thought that both slopes should also be riprapped. A nearly similar condition occurs between Stations 698+50 and 700+50.

Subsequent to last December when you furnished revised prints of the encroachments east of Pleasant Valley, the highway alignment, westerly of the Pleasant Valley overcrossing, was revised. It is our understanding this change was influenced by the Highway Department's decision to avoid the Railroad well property. Maps of the revision, showing the location of the well, the height of embankment in the vicinity of the well and the slope limits of the embankment, will be appreciated. We are also wondering if the highway embankment is in such close proximity of the well as to create an added load on the cistern wall;

#2 - Mr. W. C. Williams,
Oregon State Highway Engineer
Salem, Oregon

May 13, 1959

if so, has consideration been given the matter?

When the Railroad returned Preliminary Plans of the Pleasant Valley overcrossing, a change was indicated in the proposed channel change beneath the structure. We would appreciate having some definite information on the channel change from where it enters the right-of-way to the bridge, so that we may determine the extent of the easement required, also some information on the grade of the channel with respect to the railroad grade.

Prints showing the above suggested changes and revisions will be of assistance in progressing the agreement on the project.

Yours very truly,

G. H. Baker

G. H. Baker,
Superintendent



MAY 18 1959

RECEIVED
MAY 14 1959

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND

ROBERT E. CHESSMAN, MEMBER

KENNETH N. FREDLEY, MEMBER
WASCOFLOYD QUERY, SECRETARY
SALEM

Glenn L. Jackson

Medford

8DN-741304

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 12, 1959

Mr. D. J. Callahan
Manager of Properties
Union Pacific Railroad Company
Pittock Block
Portland 5, Oregon

Re: File No. 28058
Union Pacific Railroad Company
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County
Your File No. 1025-3

Dear Mr. Callahan:

This will acknowledge your letter of May 4, 1959, concerning subject file.

Please proceed with preparation of a conveyance for Parcel I under this file, as set forth in your letter. Under the division of duties and authority in this Department, we are responsible for acquisition of Parcel I, together with the permanent easement for construction of an access road across Parcel VII.

Mr. Paxson is charged with responsibility for negotiation on all of the remaining parcels under this file. We have, therefore, necessarily limited ourselves to discussions and commitments covering the two parcels within our zone of activity.

May we construe your letter of May 4 as authority to enter, for purposes of construction, upon Parcels I and VII? It is our earnest desire to resolve any differences in a manner fair and equitable both to the Union Pacific Company and the State Highway Department. I am sure we can readily reach agreement on closing out this transaction; and we welcome the opportunity to sit down with you for that purpose, either on the site or in your offices, at the earliest time convenient to you.

We are under urgent demand to clear this project for award of a contract. We would be most reluctant to undertake a legal proceeding for that purpose.

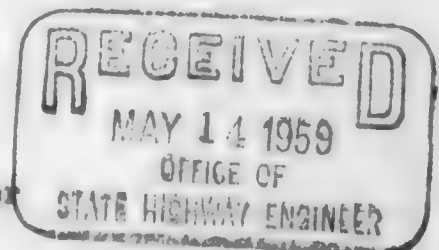
Very truly yours,

cc Mr. G. S. Paxson ✓

NOTED
G. S. PAXSON

WALTER T. WRIGHT

Right of Way Engineer



UNION PACIFIC RAILROAD COMPANY

PROPERTIES DEPARTMENT

D. J. CALLAHAN
MANAGER OF PROPERTIES
H. C. HARVEY
GENERAL TAX AGENT
O. W. RYAN
GENERAL INDUSTRIAL AGENT

RECEIVED
MAY 6 1959
LEGAL DEPT.
PITTOCK BLOCK
PORTLAND 5, OREGON
May 4, 1959

1025-3

Mr. Walter T. Wright
Right of Way Engineer
State Highway Department
Salem, Oregon

Dear Mr. Wright:

We appreciate the very definite comments contained in your letter of April 22, file 28058, relative to the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Conveyance of the 200' x 200' parcel, described as Parcel No. 1, in your description for the consideration of \$367.20 is satisfactory. However, our company's restrictions do not permit us to convey property by bargain and sale deed where mortgage release is required for a consideration of less than \$500.00, and we, therefore, suggest conveyance of this parcel by quitclaim deed without a release from our company's Refunding Mortgage. We will arrange to have appropriate deed prepared for your review and further consideration. Generally in other dealings with the State where we have granted easements for exchange of like properties, we have been using a \$100.00 per acre consideration for unimproved lands, and we assume that consideration would be satisfactory to the State for all easements covering the descriptions you furnished except Parcel No. 1 and Parcel No. 5.

Other items contained in your previous request and the comments of your April 22 letter are being considered by our Division Superintendent since they are operating features. We expect to have a reply for you in the very near future.

Very truly yours,

D. J. Callahan

RECEIVED
1959

FOR FILING

I-80N-7(1) 306
When replying, refer to 08-35.1
5604

April 24, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Re: Project I-80N-7(1)306
Baker-Pleasant Valley

Dear Sir:

Reply is made to your April 20, 1959 letter concerning stock and equipment passes on the Troy property in Baker County, your files No. 28055, 28056, 28965 and 29175.

The design of this project and its affect on the Troy ranches have been under study by this office for some time. The public hearing was attended by one of our engineers and the transcript of that hearing has been reviewed by other engineers. An inspection of the proposed project was made by our area engineer and appraiser in the preliminary design stage and a plans in hand inspection was made in company with your representative at the present design stage. In addition we have held a conference with two representatives of the Troy interests.

Based on these studies it is my conclusion that the two quite widely separated ranches of the Troy holdings could not economically function as cattle ranches without each being provided with an equipment pass to permit passage of farming equipment from one side of the highway to the other side.

Therefore, to permit perpetuation of farming of these two ranches you have our approval to construct an equipment pass, size 16' X 13' at or near Station 658+25 as well as a similar pass, size 16' X 15' at or near Station 819+75.

It is our understanding that the proposed equipment pass at Station 658+25 will be located slightly off the Troy property. If this is the actual condition it is assumed you will provide the Troys with access to the structure.

Very truly yours,

C. G. Polk
Division Engineer

16
eng.
10/1/59

RECEIVED
APR 22 1959

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERRY, SECRETARY
SALEM

FOR FILING



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
W. C. WILLIAMS

I-80N-7(1)306

5604

April 20, 1959

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Files Nos. 28055, 28056, 28965,
29175 - Troy
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

Dear Mr. Polk:

We recently sought and obtained approval from your office to tender an offer to the Troys, based upon the construction of only two access structures. One structure at Station 658+25 was proposed to be 10' x 10'; the other, at Station 819+75 to be 16' x 15'.

Negotiations have been carried on with these owners to no avail. They complained to our negotiators that the structure proposed at Station 658+25 was of a size inadequate to accommodate farm equipment and therefore unacceptable to them. They have subsequently made representations of the same tenor to this office and to your office.

It appears doubtful that we will be able to agree with these owners. We believe that we will appear in a much better light in a condemnation proceeding if we may be allowed to increase the size of the structure at Station 658+25 to 16' x 13'. We believe that such a change in design may result in material saving of public funds.

On that basis, we ask your concurrence in this proposed change of design. We are asking our fee appraisers to re-evaluate damages to these properties in view of this proposed change of design and shall revise our offer downward to reflect any decrease in the damage item deemed appropriate by our fee appraisers.

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. R. L. Porter

RECEIVED
APR 20 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR - 5 1959

FOR FILING
OREGON DISTRICT

I-80N-7(1)306

When replying, refer to
08-35.7

5604

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

March 4, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-82-7(2)306
Baker-Pleasant Valley Section

Dear Sir:

In your letter of March 2, 1959 you recommended a settlement of the Troy acquisition (parcels 28055, 28056 & 28965) on the basis of Plan B. It is our understanding that Plan B purposes a right-of-way settlement of \$58,000 plus the building of 2 structures costing \$30,000, or a total of about \$88,000. While this is \$12,000 more expensive than Plan C we have given consideration to the other factors brought out in your letter and we concur in your recommendation to settle on the basis of Plan B. If during negotiations you should find it advantageous to the State or the property owner to settle on the basis of Plan C we would also participate on that basis.

We suggest that procedures be set up for future projects to insure that all proposed cattle and machinery passes are justified economically before negotiations are initiated. This will insure you full Federal-aid participation.

Very truly yours,

G. G. Polk
G. G. Polk
Division Engineer

*cc Wright
Edlin*

RECEIVED
MAR - 5 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR - 6 1959

FOR FILING

I-80N-7(1)-26
5604

March 2, 1959

Mr. C. C. Palk
Division Engineer
Bureau of Public Works
State Highway Building
Salem, Oregon

Dear Sir:

By letter dated January 21, 1959, you requested appraisals on several properties to justify proposed construction of access structures. We have had an investigation made. The results follow:

File No. 28045 - Burns. Plans call for a 12' x 13' structure, 67 feet in length. We estimate the cost at approximately \$11,000. Estimated damage to the owner through elimination of this structure are \$7,750; however, we believe the structure can be justified on the basis that the State makes rather extensive use of a 4-acre gravel pit, which would access via this structure. The structure has also a secondary function of handling minor drainage.

File No. 28047 - Phelps. A 12' x 13' structure, 68 feet in length, is planned. We estimate the cost at approximately \$11,000. We estimate the damage to the owner through elimination of this structure at \$25,000. This structure is also needed by the FAA for access to its air-line beacon. Construction is clearly justified.

File No. 28049 - Herschell. A 16' x 13' structure, 61 feet in length, will cost approximately \$13,000. Elimination of this structure would create a damage to the owner estimated at \$25,000. In addition, damages would accrue to two adjoining owners in an additional \$5,000. The structure is on a county road. Construction is clearly justified.

File No. 28051 - Dougherty. An 8' x 8' structure, 54 feet in length, will cost an estimated \$5,000. Damage to the owner through elimination of the structure is estimated at \$9,500. Construction appears clearly justified.

Mr. C. C. Folk - 2

March 2, 1959

File No. 28952 - Briske. Our studies have indicated that it was not economically feasible to provide an access structure for Mr. Briske in the vicinity of Station 536. I am informed by our field office that an option has been obtained, providing for elimination of an access structure at this location. A saving of several thousand dollars has accrued as a result of eliminating this structure.

File Nos. 28955, 28956, and 28965 - Troy. Three plans of access have been investigated on the Troy Ranch. The Troy Ranch is valued at approximately \$125,000.

Under Plan A, five structures would be provided at a cost of approximately \$94,000. Cost of right-of-way taking, plus damages, would be approximately \$46,000—or a total cost of approximately \$140,000.

Under Plan B, only two structures would be provided at a structural cost of approximately \$38,000. Cost of right of way, plus damages, would be approximately \$58,000—or a total cost of about \$96,000.

A third alternative has been investigated. It would provide no access. Under this plan, no structural costs would be involved. The cost of right of way, plus damages, is estimated not to exceed \$76,000; thus, Plan C is the least expensive alternate.

It appears that it will be necessary to condemn this property. We feel that our position in court would be very poor on the basis of denying all access to a ranch of this value.

While it would appear that the cheapest solution to the problem would be to allow no crossings at all on the property, we do not believe that this is the proper approach to this acquisition. Besides the fact that we would be severely criticized for splitting a ranch of this type, we could well be assessed damages in court far in excess of those estimated by our appraisers. The Troys have been very bitter about this whole matter and will doubtless use every means at their command to embarrass the State and the Bureau to build up a case for high damages.

Mr. G. G. Folk - 3

March 2, 1959

It is my recommendation that we attempt to settle on the basis of two accesses as noted under Plan B above. This is, of course, predicated upon the Bureau giving full participation of the right of way. As we can only acquire the property on full participation by the Bureau, please advise us how to proceed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. S. H. Probert
Mr. Walter T. Wright

WTW: FC:fn

RECEIVED
MAR - 3 1959

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTED
W. G. WILLIAMS

FOR FILING
J-80N-7(1)306

5604

To: Mr. W. C. Williams
State Highway Engineer

Office

Salem, Oregon
February 25, 1959

SUBJECT: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County
BPR File No. 08-35.7

By letter dated January 21, 1959, the Bureau of Public Roads requested appraisals on several properties to justify proposed construction of access structures. We have had an investigation made. The results follow:

File No. 28045 - Burke. Plans call for a 12' x 13' structure, 67 feet in length. We estimate the cost at approximately \$11,000. Estimated damages to the owner through elimination of this structure are \$7,750. However, we believe the structure can be justified on the basis that the State makes rather extensive use of a 40-acre gravel pit, which would access via this structure. The structure has also a secondary function of handling minor drainage.

File No. 28047 - Phelps. A 12' x 13' structure, 68 feet in length, is planned. We estimate the cost at approximately \$11,000. We estimate the damage to the owner through elimination of this structure at \$25,000. This structure is also needed by the CAA for access to their air-line beacon. Construction is clearly justified.

File No. 28049 - Werschkul. A 16' x 13' structure, 61 feet in length, will cost approximately \$13,000. Elimination of this structure would create a damage to the owner estimated at \$25,000. In addition, damages would accrue to two adjoining owners in an additional \$5,000. The structure is on a county road. Construction is clearly justified.

File No. 28051 - Dougharity. An 8' x 8' structure, 54 feet in length, will cost an estimated \$5,000. Damage to the owner through elimination of the structure is estimated at \$9,500. Construction appears clearly justified.

Mr. W. C. Williams
Page 2
February 25, 1959

File No. 28052 - Briske. Our studies have indicated that it was not economically feasible to provide an access structure for Mr. Briske in the vicinity of Station 536. I am informed by our field office that an option has been obtained, providing for elimination of an access structure at this location. A saving of several thousand dollars has accrued as a result of eliminating this structure.

Files Nos. 28055, 28056 and 28965 - Troy. Three plans of access have been investigated on the Troy Ranch. The Troy Ranch is valued at approximately \$125,000.

Under Plan A, five structures would be provided at a cost of approximately \$94,000. Cost of right of way taking, plus damages, would be approximately \$46,000--or a total cost of approximately \$140,000.

Under Plan B, only two structures would be provided at a structural cost of approximately \$30,000. Cost of right of way, plus damages, would be approximately \$58,000--or a total cost of about \$88,000.

A third alternative has been investigated. It would provide no access. Under this plan, no structural costs would be involved. The cost of right of way, plus damages, is estimated not to exceed \$76,000. Thus, Plan C is the least expensive alternate.

It appears that it will be necessary to condemn this property. We feel that our position in court would be very poor on the basis of denying all access to a ranch of this value.

We recommend that the Bureau of Public Roads be urged to participate in Plan B, which would provide only two access structures to the Troy Ranch. We are prepared, however, to be guided by their decisions; and we shall prosecute the Troy negotiations in accordance with whatever scheme the Bureau of Public Roads will participate fully.

We await your instruction on this point.

Walter T. Wright
WALTER T. WRIGHT
Right of Way Engineer

cc Mr. Tom Edwards
Mr. S. H. Probert

RECEIVED
DEC 8 1958

FOR FILING

I-80N-7(1)306
5604

December 5, 1958

Mr. R. M. Brown
District Engineer
Union Pacific Railroad Company
2525 N. Larabee Avenue
Portland 12, Oregon

Dear Sir:

We hand you herewith five prints each of Drawings 8B-10-22 and 8B-11-4, both revised December 1958, and 10C-33-11 dated December 1958. The first two are revisions of drawings accompanying my letter of October 27. The revisions eliminate the need for the culvert under the Pleasant Valley Overcrossing by lengthening the structure 55 feet, half width, and substituting a longitudinal culvert from Highway Station 712 to 712+20 for two diagonal culverts on previous plans. Drawing 10C-33-11 shows the details of this proposed drop-inlet culvert installation.

The greatest discharge in Alder Creek of which we have knowledge occurred in February 1957. Our 8'x 8' box culvert, which is next downstream from Pleasant Valley, flowed about level full indicating about 600 cfs. High-water marks above your 10'x 85' arch box indicate about the same discharge. Water level with the base of rail at your arch culvert would indicate a discharge of about 1,200 cfs if the culvert were open. By our own methods, we would adopt a design flood on this reach of Alder Creek of 700 to 800 cfs; however, we have used 1,200 cfs to be safe.

The calculated water surfaces are based on the following assumptions:

1. Critical depth at Station 712+00.
2. Friction factors (n) of 0.015 for concrete-lined sections and 0.037 for riprap-lined sections.
3. Acceleration loss in the drop inlet of 0.3 times the velocity head at the entrance to the 8'x 8' barrel.

You will note that 5-foot freeboard is provided over 1,200 cfs at Station 712+00 and 6-foot over 800 cfs.

Mr. R. M. Brown - page 2

December 5, 1958

Your early consideration of our permit applications, as revised by these drawings, will be appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. H. Stephenson
Assistant State Highway Engineer

Attach.

cc Mr. W. C. Williams
Mr. G. S. Faxon
Mr. Tom Edwards

RCE:gm

RECEIVED

NOV 13 1958

FOR FILING

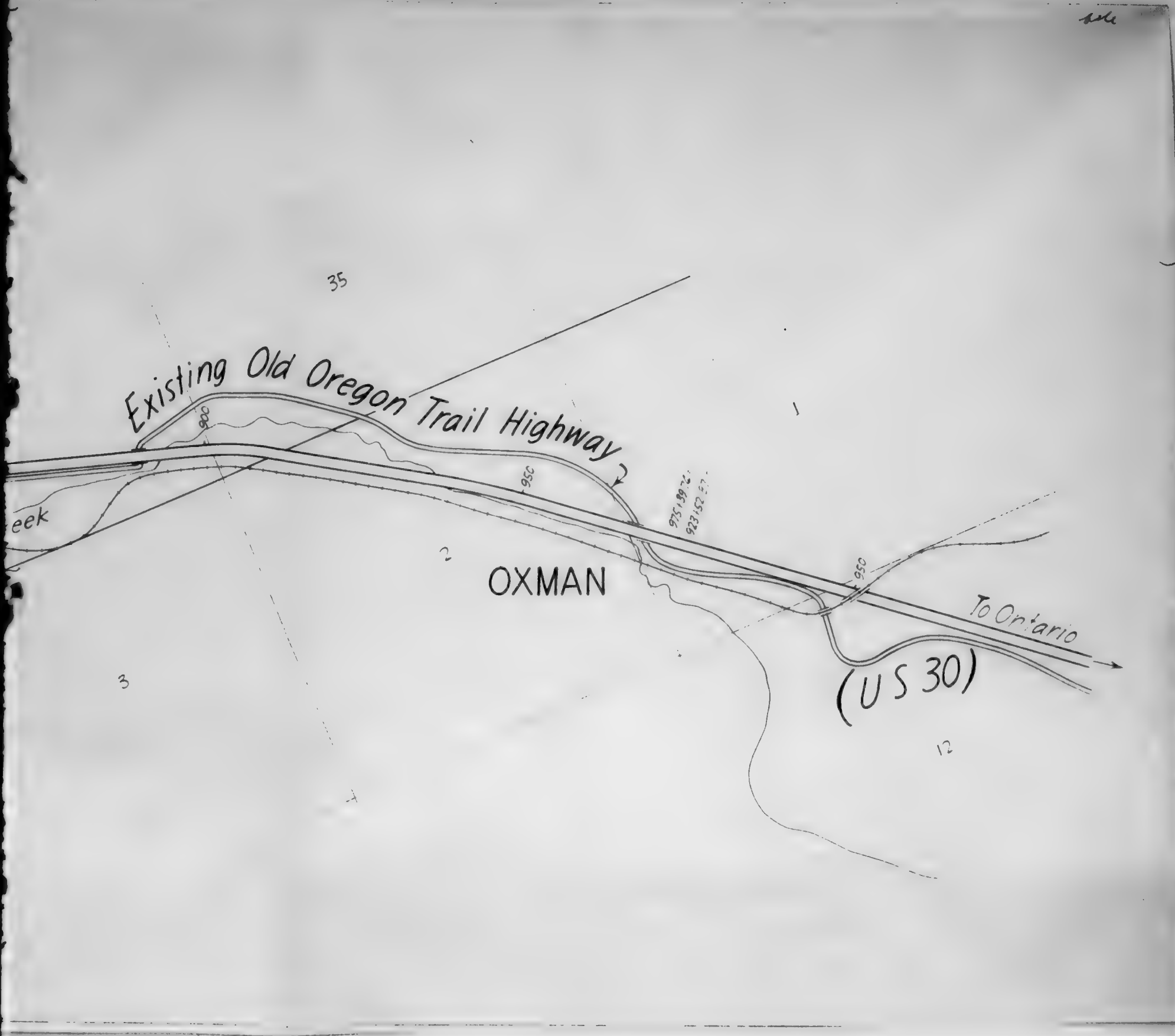
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5604

PLEASANT VALLEY







RECEIVED

NOV 13 1958

FOR FILING

I-80N 7(1)306

5604

BAKER

POWDER
RIV.

R.41E.
R.40E.

BEGINNING OF SURVEY
Sta. 189+00

T.9S.
T.10S.

Relocated

Quartz Sta.

TYPICAL SECTION

R/W Line

75' - 300'

100'

75'

10'

12'

12'

8'

8'

12'

12'

10'

Sta. 189 to 489 2-lane only
 " 489 " 525 Transition
 " 525 " 650 4-lanes
 " 650 " 680 Transition
 " 680 " 720 4-lanes (8.4' Median)



OREGON STATE HIGH

• Survey App

BAKER - PLEASANT

OLD OREGON TR

BAKER C

Scale 1" = 4000'

DWG. NO. 10

For details see Dwg. No. 8B-9

Median)



OREGON STATE HIGHWAY DEPARTMENT

• Survey Approval Map •

BAKER - PLEASANT VALLEY SECTION

OLD OREGON TRAIL HIGHWAY

BAKER COUNTY

Scale 1" = 4000'

May 1958

DWG. NO. IR-3-1207

For details see Dwg. No. 8B-9-4, 8B-9-5, & 8B-9-6, Apr. 1958

RECEIVED
NOV 6 - 1958

FOR FILING

I-80N-7(17)306

5604

October 31, 1958

Honorable Wayne Morse
United States Senator
706 U. S. Court House
620 S. W. Main Street
Portland 5, Oregon

Dear Senator Morse:

This is to advise you of a meeting that was held between members of the Highway Commission and its staff, and the members of the Troy family and their attorney, on October 28, at Baker, Oregon. The meeting was conducted by Mr. Kenneth S. Fridley, member of the Highway Commission, and present from the Highway Department were: Mr. Tom Edwards, Construction Engineer; Mr. A. V. Parson, Division Engineer; Mr. Kevin Laughlin, Locating Engineer; and the undersigned. Representing the Troy family were: Miss Frances Troy, Miss Elizabeth Troy, Mrs. Margaret Troy Becker, Mr. Wayne Troy, and Attorney A. S. Grant.

Some of the matters of controversy were resolved, in that it was agreed that stock passes should be increased to 10' x 10' in size and that stock passes and/or equipment passes be located to best suit the convenience of the property owners wherever such installation is feasible.

However, I may frankly tell you that the matters were not entirely resolved, as the Troy people are unwilling to accept any compromise other than a change in the location of the route so as not to cross their property. The people were assured by Commissioner Fridley that every effort would be made to hold damage to their properties to the very minimum, and he further stated that it was the desire of the Department to justly compensate the Troy family for property taken and/or damage to the remaining property. It seems apparent that it will be necessary to institute condemnation proceedings for the acquisition of this property, and we will furnish all information that is requested to the Troys' attorney, Mr. A. S. Grant, of Baker.

Very truly yours,

W. C. Williams
State Highway Engineer

HCW:md

cc Governor Holmes
Commissioners
Forrest Cooper
Tom Edwards

RECEIVED
OCT 31 1958

FOR FILING

I-80N-7(1)306

5604

Salem, Oregon
October 27, 1958

MISC. CONTRACTS and
AGREEMENTS No. 20-22

Mr. C. G. Svensen
City & County Relations Dept., Engr.
Office

Throughway Agreement
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of a throughway agreement with Baker County covering the Baker-Pleasant Vally Section of the Old Oregon Trail Highway in Baker County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Baker County.

Secretary

rn
Attach:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 6, 1958

To: Mr. G. S. Paxson
OFFICE

SUBJECT: Throughway Agreement
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

Attached are three copies of an agreement covering the subject named project. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved on 8/1/58.

John D. Graham

John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
[Signature]
ASST. STATE HIGHWAY ENGINEER
Date Oct 9 1958

AUTHORIZED BY HIGHWAY COMMISSION

DATE 7-31-58 Min Page 36

[Signature]
Secretary

RECEIVED
OCT 2 1958

FOR FILING

I-20N-7(1)-06

5604

October 27, 1958

Division Engineer
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

~~Baker-~~
Re: Pleasant Valley
Section

Dear Sir:

In the construction of the interstate highway between Baker and Pleasant Valley it is necessary that we encroach on your right of way in several places. I am sending you, under separate cover, four prints from our Drawing 8B-11-10, dated October 1958, which shows an encroachment in the vicinity of Encina. On this same map are shown the cross sections at the points of encroachments.

Under separate cover I am also sending you four prints of our Drawing 8B-10-22, dated September 1958, and four prints from our Drawing 8B-11-4 which are the cross sections accompanying this map. Drawing 8B-10-22 shows an encroachment from your Station 4711 to your Station 4718 and also encroachments extending from your Station 4883+65.6 to your Station 4931+00. This latter encroachment involves considerable channel changing of Alder Creek, the details of which are shown on the typical sections.

Drawing 8B-10-22 includes the overcrossing of your tracks at your Station 4892+99.9 and it is suggested that a construction easement across the tracks be granted to cover the overcrossing structure which will be built in a future contract. The same is true also of the encroachment requested near Encina. It is suggested that this construction easement should have a width of 75 feet each side of our center line in the Pleasant Hill-Pleasant Valley structure and that it be for a width of 50 feet west of the EB line and 50 feet east of the WB line at the Encina crossing. Both of these crossings at Encina will be built under the present project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

OSP:gn

cc Mr. H. M. Brown

Mr. W. C. Williams

Mr. Tom Edwards

*Drawing in
Contr. file*

RECEIVED
OCT 27 1958

FOR FILING

October 27, 1958

County Court of Baker County
Court House
Baker County

Gentlemen:

We are enclosing for the records and files of Baker County a fully executed copy of a Throughway Agreement between the State Highway Commission and Baker County covering the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

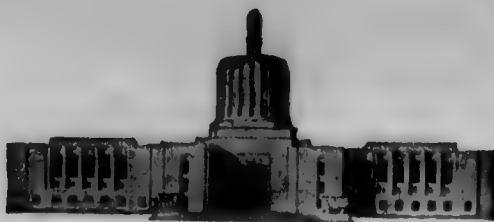
RECEIVED
OCT 20 1958

COMMISSIONERS
FOR FILING
PORTLAND

ROBERT B. CHESMAN, MEMBER
ASTORIA

KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 17, 1958

Mr. D. J. Callahan
Manager of Properties
Union Pacific Railroad Company
Pittock Block
Portland 5, Oregon

Re: File No. 28058
Union Pacific Railroad Company
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County
Your File No. 1025-3

Dear Mr. Callahan:

In response to your letter of September 12, 1958, this will advise you that our request for purchase of Parcel No. 3 under subject file was made without knowledge that this was an operating property.

Normally, we do not attempt to negotiate for operating property through this office. All negotiations for operating property are customarily handled through the office of Mr. G. S. Paxson, Assistant State Highway Engineer.

We have referred your request for additional cross section and profile information in conjunction with Parcel No. 3 to our Construction Division. I believe they will furnish the desired information to Mr. Paxson, so that the encroachment in the area of your snow-fence easement may be handled at the same time as other engineering details involved in the crossing at Knicina.

We know that other conflicts with Union Pacific properties will be forthcoming during reconstruction of the Old Oregon Trail Highway between Pleasant Valley and Huntington. At the present time, however, plans have not progressed in sufficient detail that we may apply for consideration simultaneous with our present request.

Your Engineering Department is conversant with some of these conflicts, including one area between Oxman and Durkee in which the

NOTED

Mr. D. J. Callahan
September 17, 1958
Page 2

Union Pacific Company is planning a relocation. Still another very serious conflict will be involved through the Burnt River Canyon between Nelson and a point south of Lime. Plans on this latter section are in nothing more than a reconnaissance stage at the present time.

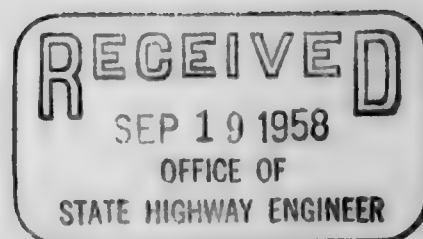
We are quite appreciative of your desire to have our requests made at the earliest possible time, in order to allow fullest consideration by your personnel. We shall make every effort to expedite maps and descriptions of any plans affecting Railroad properties. The scope of the current highway program, however, has prevented preparation of plans any substantial time ahead of construction.

Very truly yours,

WALTER T. WRIGHT
Assistant Right of Way Engineer

WTW:zg

cc Mr. G. S. Paxson ✓
Mr. D. J. Harbee



RECEIVED
OCT 17 1958

FOR FILING

I-80N-7(1)306

October 14, 1958

NOTE
W. C. WILLIAMS

5604

Mr. John S. Troy
Pleasant Valley, Oregon
(Baker County)

Dear Mr. Troy:

C
O
P
Y

I have received a reply from W. C. Williams, State Highway Engineer, concerning the proposed route that apparently has been adopted by the State Highway Department over and across your property. According to Mr. Williams there appears to be some misunderstanding with respect to the exact location of the railroad, the size and the length of the stock and equipment, underpasses, viaducts, etc. There are available maps which disclose the exact location of the railroad and the proposed highway which indicate that perhaps there certainly was some misunderstanding. In any event, and this I believe you will find of particular importance, is that Mr. Williams advises me that he will be happy to confer further with you and your people concerning these problems. This being the case, it is my suggestion that you write Mr. Williams directly. You may make reference to this letter and request that you have a meeting with representatives of the Highway Department upon the grounds. At that time I know that you will at least be certain of all of the facts. I feel quite certain that the Department will be co-operative in response to any and all of your inquiries.

Y
Until you have had such a conference with the Department representatives I fail to see how there is anything further that I can do to be of assistance. However, if you feel that I may be of further service please do not hesitate to call upon me.

Very truly yours,

Anthony Yturri

AY:rs
cc: W. C. Williams
State Highway Engineer
Salem, Oregon

RECEIVED
OCT 16 1958
STATE HIGHWAY COMMISSION

Copy to Edwards

RECEIVED
OCT 16 1958
ENGINEER

RECEIVED
OCT 13 1958

FOR FILING

J-80N-7(1)306

5604

October 10, 1958

Honorable Al Ullman
Member of Congress
Baker, Oregon

Dear Mr. Ullman:

In replying to your letter of October 1 having reference to the Troy property, I believe the report I made to Senator Wayne Morse will give you all of the facts available to me at this time. I submit herewith a copy of the letter (with attachments) that I sent to Senator Morse, and I reiterate my statement to the Senator that we will be most pleased to confer further with the Troy people relative to their problems.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:ms

Encl.

cc Cooper

AL ULLMAN
2D DISTRICT, OREGON

CHARLES J. BERNIS
ADMINISTRATIVE ASSISTANT

RON AHERN
FIELD ASSISTANT

MRS. IRENE BURTON
SECRETARY

COMMITTEE ON INTERIOR
AND INSULAR AFFAIRS
IRRIGATION AND RECLAMATION
PUBLIC LANDS
MINES AND MINING
INDIAN AFFAIRS

Congress of the United States
House of Representatives
Washington, D. C.

October 1, 1958

NOTE
W. C. WILLIAMS

Mr. W. C. Williams
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams:

I greatly appreciated your recent letter together with the copy of your report concerning the proposed new highway between Encina and Pleasant Valley. I have examined the report with a great deal of interest.

While I can certainly appreciate the difficulties inherent in routing this highway, I cannot help but be concerned over the problems which the proposed route raises for Mr. John S. Troy and his sister, Mrs. Margaret Becker.

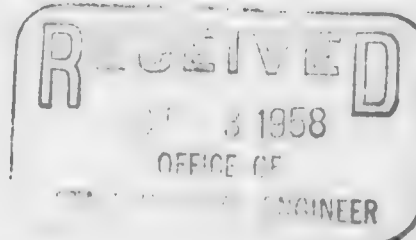
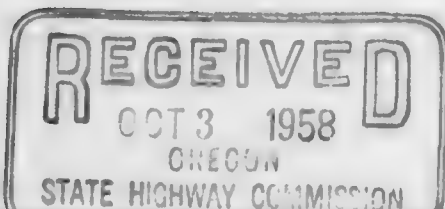
I realize, of course, that at least initially this is a matter for the Oregon State Highway Department. However, I would like to suggest that every opportunity be seized in order to avoid needless litigation of this question. As litigation would, in all likelihood, raise certain Federal questions concerning the jurisdiction of the U. S. Bureau of Roads, I feel that this suggestion should be made now.

Consequently, I would like to suggest to you that full consideration be given to the possibility of granting the Troys' a hearing in this matter. Such a hearing, I am sure, would do much to avoid future difficulties.

Sincerely,

Al Ullman
Al Ullman, M. C.

cc: Senator Wayne Morse



RECEIVED
OCT 13 1958

FOR FILING

J-80N-7 (1) 306
5604

October 10, 1958

Senator Anthony Yturri
89 S. W. Third Avenue
Ontario, Oregon

Dear Senator Yturri:

In replying to your letter of October 1 having reference to the Troy property, I believe the report I made to Senator Wayne Morse will give you all of the facts available to me at this time. I submit herewith a copy of the letter (with attachments) that I sent to Senator Morse, and I reiterate my statement to the Senator that we will be most pleased to confer further with the Troy people relative to their problems.

You will note from the report in my letter to Senator Morse that the Troys have misconstrued several matters, particularly, as to the actual location of the railroad, the size and length of stock and equipment passes, and the alleged inaccuracy of estimate by reason of additional viaducts, et cetera.

If there is any more information that you would like in this matter, Senator, I would be most pleased to furnish it to you promptly upon request.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:me

Encl.

cc Cooper

ANTHONY YTURRI
1081 S. W. 5TH
ONTARIO, OREGON



STATE OF OREGON
OREGON STATE SENATE
SALEM

COMMITTEES:
VICE CHAIRMAN: JUDICIARY
MEMBER: RESOLUTIONS
ROADS AND HIGHWAYS
WAYS AND MEANS

NOTED
W. C. WILLIAMS

October 1, 1958

State Highway Department
Salem,
Oregon

Attention: W. C. Williams,
State Highway Engineer

Dear Mr. Williams:

Re: Troy Property
Pleasant Valley, Oregon

I am certain that you are familiar with the problem that I propose to discuss in this letter. Mr. Wayne Troy and Miss Frances Troy are presently in my office. They have handed me for examination a copy of the letter which you wrote to Governor Holmes on August 27th and also a copy of a letter written to you on September 22nd by Senator Wayne Morse. They have also presented to me for my examination a newspaper copy of the proposed route from Encina to Pleasant Valley on the proposed relocation of Highway No. 30, which I understand will be a construction project of approximately 10 or 11 miles southeast of Baker, Oregon.

I wish to make it clear that I have no personal knowledge concerning the terrain or the property except by reason of a casual observation during the many times I have driven over the highway in this area. Nevertheless, the sincerity of these people cannot be questioned, in my judgment.

I know that they are most serious in their contention that the southern alternate route which has apparently been selected is neither the best route nor the one which can be constructed most economically. They point out to me, for example, that there is no reason for the highway to cross the railroad at a point a slight distance east of Encina and then re-cross the railroad again at a point east of Pleasant Valley. They maintain also that the curve of the railroad depicted upon the newspaper map is incorrect in that the degree of the turn appears to be grossly exaggerated. In their opinion the highway curve at the particular point is a very short distance north of your proposed route, and the curve is gentle, or at least moderate.

The whole point that I am trying to make is that, in my opinion, you, together with a member of the Commission and one of the Engineers, should meet upon the ground in question with the Troys in order that they may point out to

Mr. W. C. Williams,
State Highway Engineer
October 1, 1958

you upon the terrain itself the reasons for their vigorous objection.

It is true, of course, that their objection is based partly upon the serious inconvenience that they will suffer by reason of the proposed stock underpasses and inconvenience to the management of their cattle operation. For example, there are times, in their judgment, when they will be completely deprived of the waters of Alder Creek east of Pleasant Valley. Their entire operation will be separated completely, and they question very seriously whether the proposed stock underpasses will be usable by reason of the length that apparently such underpasses will have. In this particular request, I am inclined to agree with them and base this opinion upon my personal experience with livestock and underpasses.

I repeat that while I have no personal knowledge or information of these matters other than as related to me by the Troys, it still appears to me that if proper public relations are to be maintained that certainly representatives of your office should meet upon the ground with the Troys and their representatives in order that a thorough and complete discussion of all of the factors could be had prior to a final determination by the Commission of the route it is to select.

They have called upon me not in my capacity as an attorney, but rather as a member of the State Senate, and for this reason I do hereby make the request that your office make the necessary arrangements for a meeting upon the site itself with the Troys in order that their contentions may be carefully examined and studied.

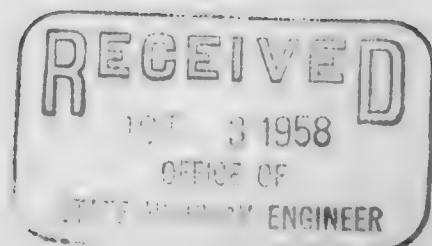
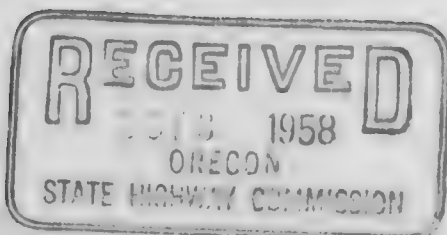
I will appreciate your reply.

Very truly yours,

Anthony Yturri

Anthony Yturri

AY/dh



LISTER HILL, ALA., CHAIRMAN
 JAMES E. MURRAY, MONT.
 JOHN F. KENNEDY, MASS.
 PAT MCNAMARA, MICH.
 WAYNE MORSE, OREG.
 STROM THURMOND, S. C.
 RALPH YARBOROUGH, TEX.
 H. ALEXANDER SMITH, N. J.
 IRVING M. IVES, N. Y.
 WILLIAM A. FURTELL, CONN.
 BARRY GOLDWATER, ARIZ.
 GORDON ALLOTT, COLO.
 JOHN SHERMAN COOPER, KY.

United States Senate

COMMITTEE ON
LABOR AND PUBLIC WELFARE

RECEIVED
OCT 14 1958

Oregon Office
 706 U. S. Court House
 FOR FILING W. Main Street
 Portland 5, Oregon

I-80N-7(1)306

NOTE
 W. C. WILLIAMS
 DELIVERED TO
 NOTED
 TOM EDWARDS
 By Construction Engineer

October 9, 1958

5604

Mr. W. C. Williams
 State Highway Engineer
 State Highway Building
 Salem, Oregon

Dear Mr. Williams:

Thank you for your lengthy and illuminating reply of September 25 to my earlier letter relative to the John S. Troy property between Baker and Pleasant Valley.

As you perhaps know, I have been away from the state or I would have thanked you earlier.

During my absence a member of my staff furnished a copy of your letter to Mr. John S. Troy. He advised Mr. Troy that I was out of the state, and that if he cared to comment on your letter it would be brought to my attention upon my return. Mr. Troy did comment and for what use you might care to make of the remarks I am furnishing you with a copy of his reply.

As I understand your letter, you have apparently already arranged for a full hearing for these people, and their legal and engineering advisers. This was all that I requested in my previous letter, and I would appreciate your advising me at your convenience of the results of that hearing.

With kindest regards,

Sincerely,

RECEIVED
 OCT 10 1958
 OREGON
 STATE HIGHWAY COMMISSION

WM;mc
 Encl.

RECEIVED
 OCT 10 1958
 OFFICE OF
 STATE HIGHWAY ENGINEER

Wayne Morse
 Wayne Morse

COPY

NOTED
W. C. WILLIAMS

October 3, 1958

Honorable Wayne Morse
United States Senator
706 U. S. Court House
620 S. W. Main Street
Portland 5, Oregon

Dear Senator Morse:

Received copy of letter Mr. Williams wrote you. I still maintain that there are several discrepancies in his maps; that the railroad does not follow the old road as he states. The section boss at Pleasant Valley is the one who told us it was a 3 degree curve. But, if it is 6-5/10 degrees as he states, it would not be near the curve he shows on the map.

On the map he shows purchase of right-of-way on north highway would be \$65,000.00, (which we own the bulk of) and is worthless, uncultivated ground. And purchase of right-of-way on south highway would be \$47,000.00, and that goes through our two cultivated, irrigated ranches, and another cultivated ranch owned by a Mr. Frisby, plus a new home at Pleasant Valley which the man there says is worth \$10,000.00. The right-of-way cost is so exaggerated there that I feel his other estimates are also, so as to make it appear to road commissioners, and every one involved, that the south route is the only one.

Mr. Williams quotes his transcribed record of the hearing to you, but he does not tell you that before the hearing had come to order he had told those present that only the people involved would be heard; that others would be heard at a future date.

As far as the 8'x8' underpasses, there is no difference. It's the height that is ridiculous. The 16'x13' equipment passes we didn't object to were between the farm land, which is in crop several months of the year. Stock can not be moved across growing crops.

Mr. Williams tries to make things sound awfully rosy, but I don't think he can "pull the wool over your eyes" that easy.

Thanking you again.

With kindest regards.

John S. Troy
1625 S. E. 96th Ave.
Portland, Oregon

Sincerely,

/s/ John S. Troy
John S. Troy

RECEIVED
SEP 27 1958

FILING

1-7 (1) 3X6

5604

September 26, 1958

Mr. M. K. McIver, Chairman
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Dear Mr. McIver:

I am submitting to you herewith the following maps indicating the location of the railroad between Baker and Pleasant Valley on which the Troy people indicate that we have misstated the facts and that the location of the railroad is not as was indicated on our map:

1. An aerial photograph showing the location of the railroad, and on this map we have superimposed the alternate highway locations in controversy.
2. Photostat of the Union Pacific Railroad Company's alignment map.
3. Our own map, a copy of which was submitted to the Governor and to you some time ago.

From the above material I think you can readily see that our maps definitely indicated the true location of the railroad and that there was no misstatement of facts in any manner; further, that the Troys are quite confused as to the actual location of the railroad.

I have a long letter from Senator Mores regarding this matter which I am answering today with a copy to each of you Commissioners.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hl
Encl.
cc Mr. Forrest Cooper

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W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

OREGON STATE HIGHWAY COMMISSION

OFFICE OF M. K. MCIVER
225 S. W. BROADWAY
PORTLAND 5, OREGON

September 24, 1958

Mr. W. C. Williams, State Highway Engineer
Oregon State Highway Commission
State Highway Building
Salem, Oregon

Dear Dutch:

I made mention to you, this morning, of the visit to my office of Margaret Becker regarding the road through their farm.

Mrs. Becker states that the railroad and the dotted line of our proposed road does not actually go where it is drawn on the enclosed map, but more nearly where she has penciled it out and I have drawn a line in black pencil.

She is quite positive as to the accuracy of this and I am wondering if it would be too much trouble for one of the boys to accurately measure this, as I would like to send this back to her checked as to her correction.

Yours very truly,

MKM:f

M. K. McIver
Chairman





North Alternate

South Alternate

1957







North Alternate

South Alternate

1957

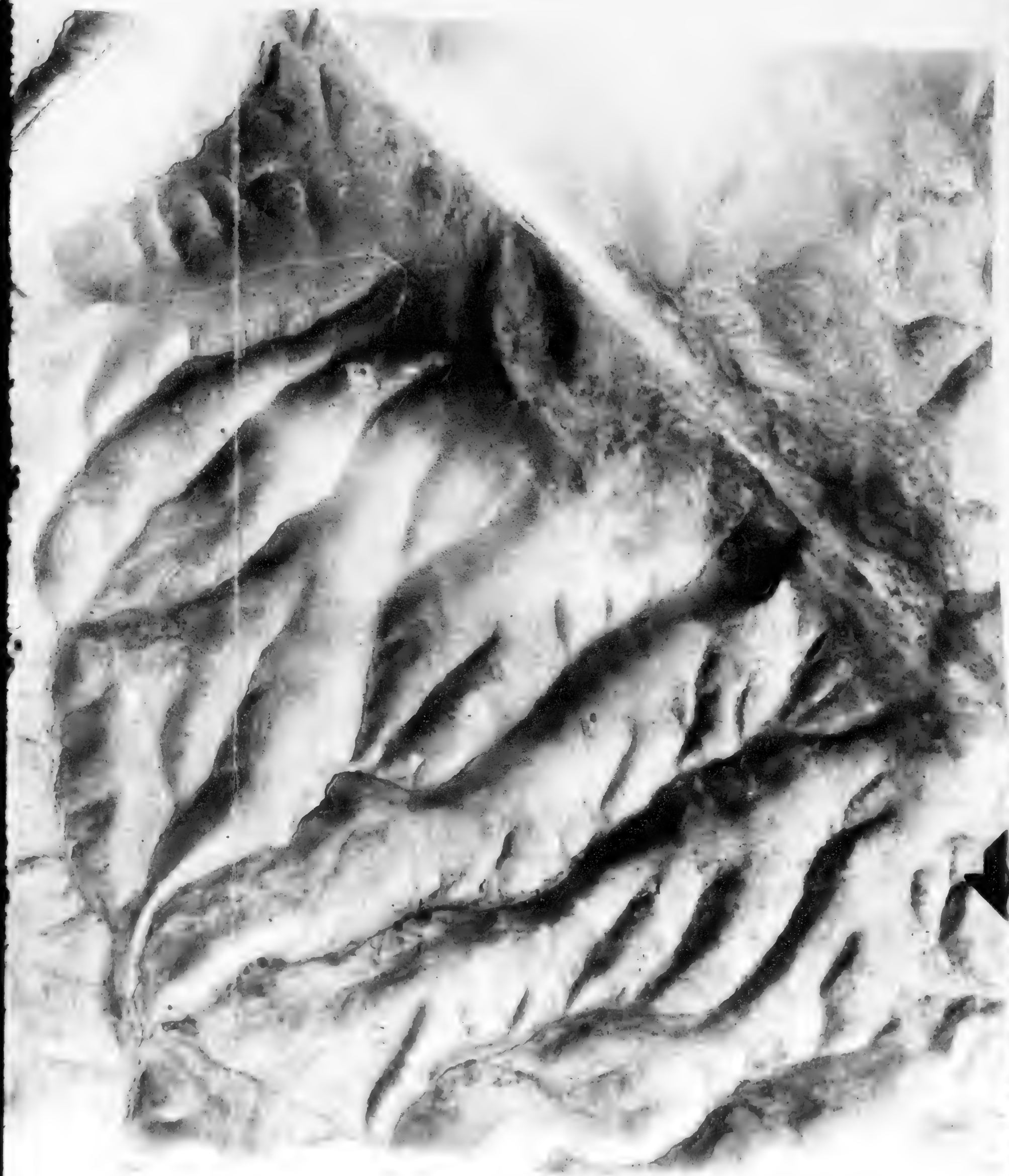




















LEASA
VALLEY

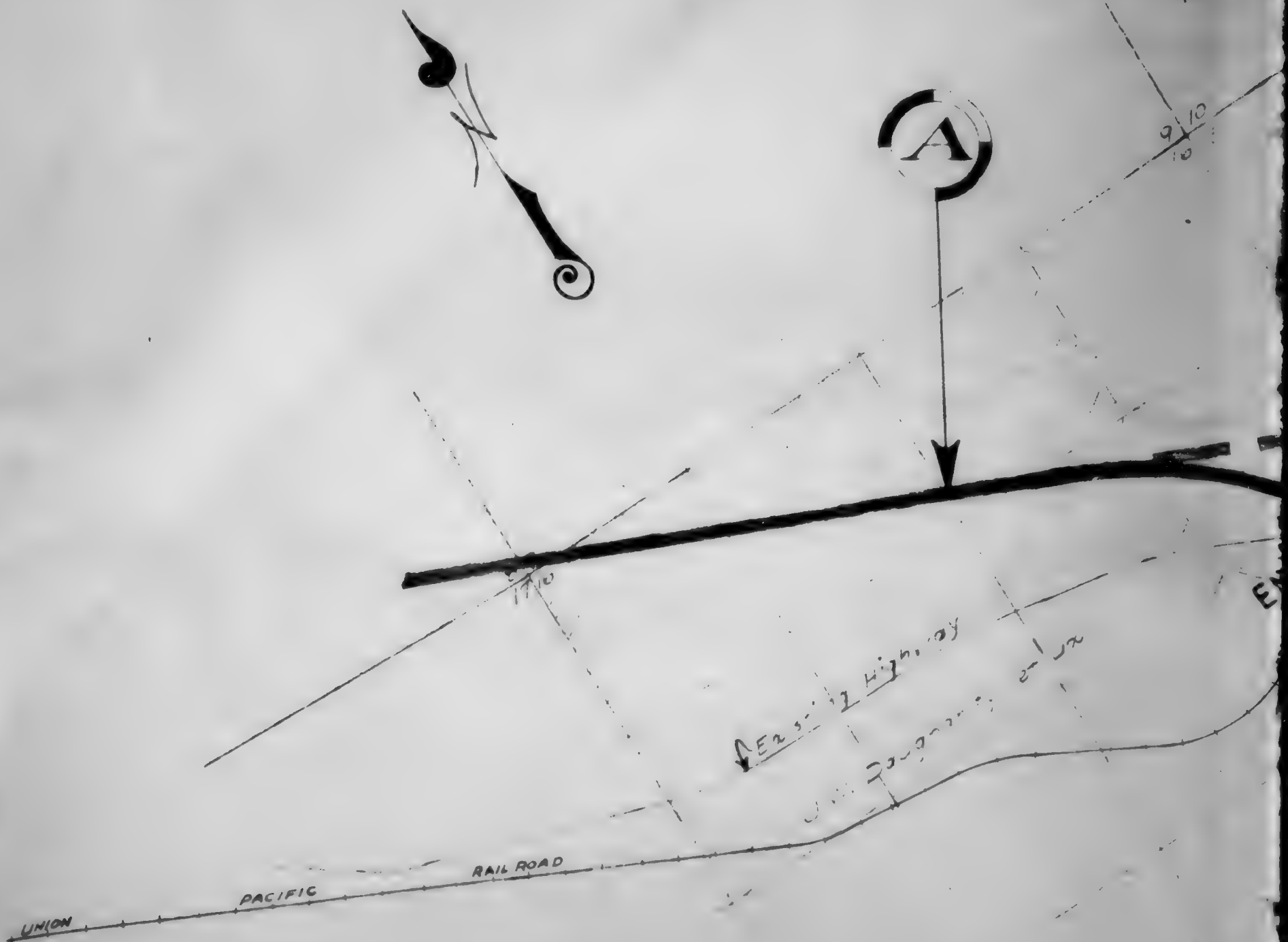
OREGON STATE HWY DEPT.
RECONSTRUCTION SKETCH MAP

— COMPARISON OF ROUTES —
ENCINA - PLEASANT VALLEY
OLD OREGON TRAIL HWY.
BAKER COUNTY

SCALE: 1"=1000'

JULY 1953

VICTOR D. WOLFE, ASST. CH. LOC. ENG.



A-B via NORTH ALT.	
GRADING & PAYING	
R.R. X'ING STRUCTURE	
RIGHT OF WAY	
TOTAL CONST. COST	



A-B via RECONN. ALT.	470
GRADING & PAYING*	\$1,9
R.R. X'ING STRUCTURE	
RIGHT OF WAY*	
TOTAL CONST. COST	\$ 20

* INCLUDES R.R. RELOCATION

4.30
\$ 1,756,000
65,000
\$ 1,821,000

T105. R41E.

13
24

14 13
23 24

PLEAS

ONN. ALTERNATE

RR Relocation
(Recon Alt. to)

SOUTH ALTERNATE
(Present 1957 Loc.)

From 25 E 3 bear 100'

23 24
20 25

4.70 MILES
\$ 1,933,500
88,500
\$ 2,022,000

A-B via SOUTH ALT*

GRADING & DRAINING
RR XING STRUCTURE
RIGHT OF WAY
TOTAL CONST COST

* Present 1957 Location

RAIL
ROAD

19 20
30 29

(B)

QUARRY

PLEASANT VALLEY

State of Oregon

S. Govt.

CA BROWN

4.68 MILES

\$ 1,301,000

290,000

47,000

\$ 1,638,000

Note on map of Troy property shown as per
agreement on 10/1/50 & 5/2/51
8-25-53

Marguerite Becker

5021 S.E. 5th Ave

OREGON STATE HWY. DEPT.
RECONNAISSANCE SKETCH MAP

— COMPARISON OF ROUTES —
ENCINA - PLEASANT VALLEY
OLD OREGON TRAIL HWY.
BAKER COUNTY

SCALE: 1"=1000'

JULY 1958

VICTOR D. WOLFE, ASST. CH. LOC. ENG.



A-B via NORTH ALT. ——— 4.80

GRADING & PAVING	\$1,988,500
R.R. X'ING STRUCTURE	—
RIGHT OF WAY	88,500
TOTAL CONST. COST	\$ 2,077,000

11.5 mi. above
enc. 100 ft. above

QUARRY
and
STOCKPILE
SITE

Lester F. Briske et ux

0 15 14

NORTH ALTERNATE

U.S. Govt

SUMMIT
Elev 3936

ENCINA

J.W. Emmert

U.S. Govt

SADDLE
Elev 3920

Lester F. Briske et ux

RECONN. ALT.

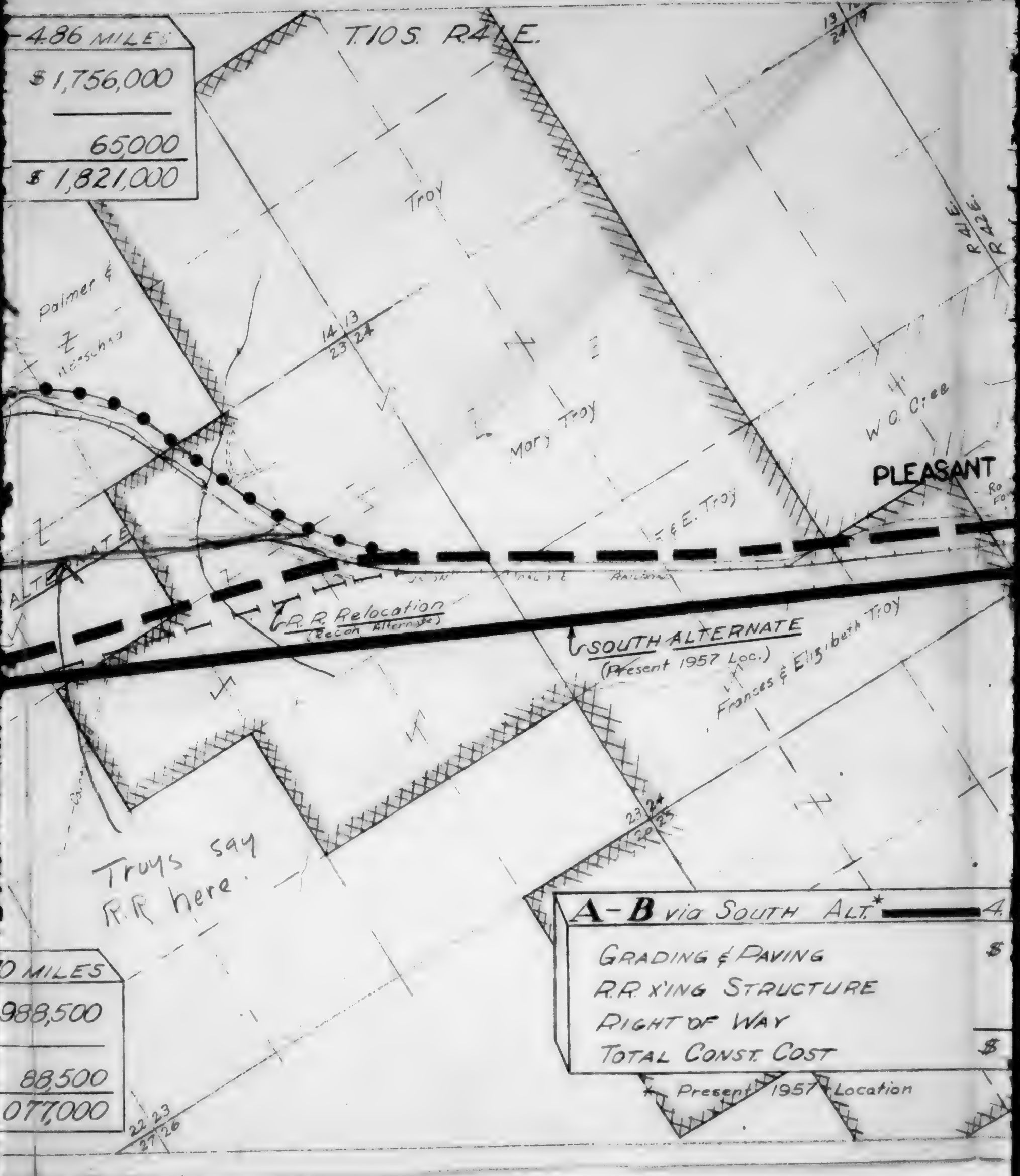
0 15 22

A-B via RECONN. ALT. ——— 4.70 MILE

GRADING & PAVING*	\$1,988,500
R.R. X'ING STRUCTURE	—
RIGHT OF WAY*	88,500
TOTAL CONST. COST	\$ 2,077,000

* INCLUDES R.R. RELOCATION

4.86 MILES
 \$ 1,756,000
 65,000
 \$ 1,821,000



Troys say
 R.R. here.

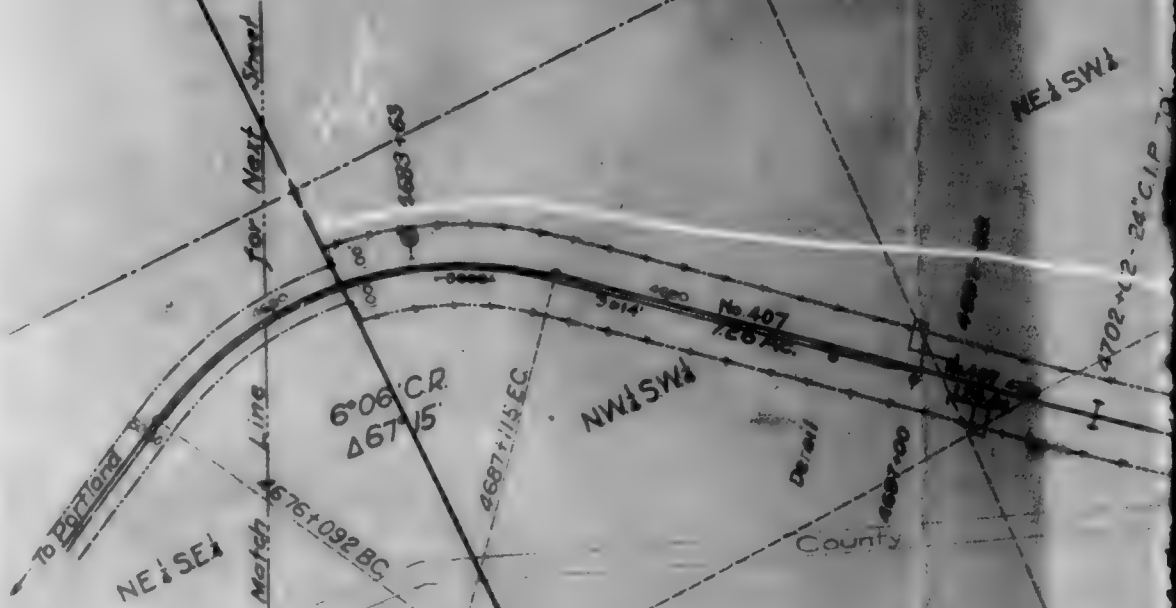
0 MILES
 988,500
 88,500
 077,000

A-B via South ALT.*
 GRADING & PAVING \$
 R.R. X'ING STRUCTURE \$
 RIGHT OF WAY \$
 TOTAL CONST. COST \$

Present 1957 Location



ENCINA



16 15
21 22





ENCINA

6°06' CR
Δ67°15'

NE 1/4 SE 1/4

4676+092 BC

For West Street

6°06' CR
Δ67°15'

NE 1/4 SE 1/4

4676+092 BC

NW 1/4 SW 1/4

Detail

County

16 15
21 22

OK MAP

UTION COMPANY

UNTINGTON

NE 1/4 SE 1/4

BLAND, MISSOURI

V-CRE 4

88





2K MAP
GATION COMPANY
UNTINGTON







CHICAGO

WILSON

POWELL

WILSON

WILSON

WILSON

WILSON



RECEIVED
SEP 20 1958

FOR FILING

T-80N-7(1)306
5604

September 25, 1958

Honorable Wayne Morse
United States Senator
706 U. S. Court House
620 S. W. Main Street
Portland 5, Oregon

Dear Senator Morse:

I have carefully read your letter of September 22 relative to the John S. Troy property between Baker and Pleasant Valley, and I quickly assure you that I will be most pleased to arrange for a meeting between the administrative staff of the Highway Department and the Troys and their legal and engineering representatives for the purpose of seeing if some of the misunderstandings can be ironed out or alleviated. I may say, however, that it may be desirable to hold up on this hearing for some little time, to the end that we could at the same time discuss matters pertaining to the other Troy ranch some two or three miles southeast which will be affected when the new highway is constructed between Pleasant Valley and Durkee. In any event, we will start no litigation until the matter has been thoroughly reviewed in a meeting.

For the record, however, I believe, Senator, that I should point out some errors in the submission made to you by the Troys which indicated that I had misrepresented facts. First, they advised you that the proposed underpasses referred to in my letter to Governor Holmes will be six feet wide and eight feet high and 250 to 500 feet long. This is not at all true, as our present plans (which may be subject to change during right-of-way negotiations) provide for two 16'x13' combination equipment and stock passes and two 8'x8' stock passes only. This is a divided highway, and the structures under each of the opposing lanes will be separated so that the maximum length of any structure, either equipment or stock pass, will be 60 feet. The median strip between the opposing lanes of highway, of course, would be fenced along the edges of the passageway.

Your letter stated that the Troys advised you that the reason only six people testified at the hearing in Baker was that I made an announcement to the effect that only those persons that had an interest in the location of the property between the two points that crossed the Troys' ranch would be heard. This would, if true, in effect limit testimony to members of the Troy family. I quote to you my exact statement as taken from the transcribed record of the hearing:

"Ladies and gentlemen, this hearing is called in conformance with federal law which require that a hearing be held or an opportunity for a

September 25, 1958

hearing be made before any change in the location of a Federal Aid Highway is made. Today we are considering only the relocation of US30 between a point just southeast of Baker and Pleasant Valley or immediately south and east of Pleasant Valley. I may state that other hearings will come up later for other sections to be changed, such as from North Powder to Baker and from Pleasant Valley to Durkee. . . . Each and every one in the room is cordially invited to comment pro or con on the proposed route. . . . You should come forward in front of the mike so your comments will be recorded and later made available to the members of the State Highway Commission and the U. S. Bureau of Public Roads in order to analyze opposition or preference for the route before final decision is made."

I believe the above shows explicitly that I invited the comment of anyone interested in the route for all of the distance between Baker and Pleasant Valley.

Mr. Troy alleged that the map I submitted to the Governor did not accurately show the location of the railroad in that our map shows a curve of much more than three degrees, whereas the Railroad itself, according to Mr. Troy, says the curve is only a three degree curve, and, if that be true, both the cost item and the respective contentions as to the location of the road would have to be modified. The railroad curve is not a three degree curve but is a 6°51' curve, which can be readily verified from the records of the Union Pacific Railroad. I am attaching a photostatic copy of the alignment map of the Union Pacific railroad for your information. I have indicated the curve referred to by a red check mark. I am also attaching a copy of a vertical aerial photograph of the area which verifies the railroad location, and a sketch map which was furnished to Governor Holmes on which the rough details of the railroad alignment are also shown. Comparison of these data will indicate that our map accurately indicates the actual conditions; therefore, no changes as to either cost or location will be necessary.

Mr. Troy further alleged that my letter to the Governor, in which I gave estimated costs, did not take into account, for example, the cost of some expensive viaducts. This again is untrue, as all factors pertaining to the construction of the highway, including grading, paving, drainage, equipment and stock passes, railroad overcrossings, and rights of way, are included and are on a comparable basis for the three alternate lines discussed.

I do not bring the above facts out in an argumentative mood but merely to set the record straight, as I think you will understand that I do not particularly relish the allegation that I misrepresent facts.

In conclusion, I will say that after we have held our meeting with the Troy people, their legal and engineering staff, we will be very pleased to furnish you a report of the same. I do not know who represents them as an engineer, but I do know their attorney and have a very high regard for him, Mr. A. B. Grant of Baker, whom I have known for more than a third of a century, and I know him to be an attorney of high moral and intellectual caliber.

Honorable Wayne Morse - 3

September 25, 1958

I much appreciate, Senator, your interest in Oregon highways and your efforts to secure needed and adequate improvements thereto.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi FC:me

Encl.

cc Governor Holmes

cc Commissioners

Mr. C. O. Polk

RECEIVED
SEP 24 1958

FOR FILING

I-80N-7(1)326
5604

September 23, 1958

Honorable Al Ullman
Member of Congress
House Office Building
Washington, D. C.

*(mailed to
Ullman, Oregon)*

Dear Mr. Ullman:

With reference to the matter of the highway location in the Pleasant Valley vicinity, I am taking the liberty of sending to you a copy of a report I made to Governor Holmes relative to this matter. I believe that I have explained as well as I can all factors resulting in the adoption of the new location.

If there is anything not included in my report to Governor Holmes that would be of interest to you, please advise me, and I will try my best to furnish any information requested.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
Encl.

AL ULLMAN
2D DISTRICT, OREGON

CHARLES J. SERNS
ADMINISTRATIVE ASSISTANT

RON AHERN
FIELD ASSISTANT

MRS. IRENE BURTON
SECRETARY

COMMITTEE ON INTERIOR
AND INSULAR AFFAIRS

IRRIGATION AND RECLAMATION
PUBLIC LANDS
MINES AND MINING
INDIAN AFFAIRS

Congress of the United States
House of Representatives
Washington, D. C.

September 19, 1958

Mr. W. C. Williams
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams:

I wish it were possible to have a visit with you concerning many of the problems relating to the Federal Highway Program here in Oregon. Such an ambitious program has heaped on your desk many problems.

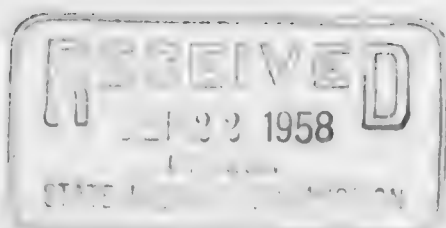
Would you send a report to me on the relocation problem in the Pleasant Valley section of the Baker-Durkee project? As you know, the Troy sisters are very much incensed over the fact that their farm will be split down the middle.

The fact that two overpasses will be required in a three mile stretch lends some credence to their argument that it would be more economical to follow the railroad. Would you give me a run down on this? Are there any Federal requirements that make this decision mandatory?

I appreciate the good work you are doing, and hope to hear from you soon.

Sincerely,

Al Ullman
Al Ullman, M. C.



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United States Senate

COMMITTEE ON
LABOR AND PUBLIC WELFARE

NOTED
W. C. WILLIAMS

Oregon Office
706 U. S. Court House
620 S. W. Main Street
Portland 5, Oregon

September 22, 1958

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

Mr. John S. Troy and his sister, Mrs. Margaret Becker, of Baker, Oregon, who represent the Troy estate, have had a conference with me today in regard to the road location problem with respect to their Eastern Oregon ranch. They presented to me the copy of the letter that you wrote to Governor Homes under date of August 27, 1958, which letter I have read very carefully.

The purpose of their visit was to inquire as to whether or not I could be of any assistance to them at the federal level in respect to any interest that the Federal Bureau of Public Roads might have in their dispute with the Oregon State Highway Department in connection with the location of the road concerned.

I explained to the Troys that the Oregon State Highway Department has the legal right to locate the road between those points crossing the Troy property that, in accordance with the findings of the State Highway Department, will best serve the public interest. They recognize that fact.

However, they point out that compensation for the loss of their land, as referred to in your letter of August 27, 1958, cannot compensate them in fact for the real damage that they will suffer as the result of the location of the road as now contemplated by the Oregon State Highway Department. For example, Mr. Troy called my attention to the fact that their range is of value only as a cattle ranch. The proposed underpasses that you refer to in your letter will be six feet wide and eight feet high, and two hundred fifty to five hundred feet long. The petitioners point out that it is not advisable to attempt to drive a herd of range cattle through an underpass that narrow and that long, and they

Mr. Williams. Page 2.

jokingly indicated to me they would be delighted to see members of the staff of the State Highway Department try to accomplish such a buckaroo performance.

I am sure that you appreciate the fact that in litigation involving payment of compensation to land owners for the loss of land resulting from a location of a public highway it is very difficult for the land owner to recover damages for such losses as the Troys will suffer as the result of the effect of the location of the road upon the future efficient operation of a cattle ranch, including the handling of the cattle. Yet from the standpoint of the rancher this is likely to be the most important loss that he will suffer.

Furthermore, I take note of the fact that the policy of the Federal Bureau of Public Roads is to leave the question of compensation for land taken for road purposes to the state officials, reserving the right to pay to the state only such federal funds as the federal officials think amounts to a fair compensation. Thus, in such cases as this one, the property holder is sort of caught on the prongs of a dilemma. He is confronted with state officials that feel compelled to keep the compensation to be paid to the land owner at a minimum because, in the event that they do not, then they may be confronted by a refusal on the part of the federal officials to make a contribution commensurate with the appraisal or compensation allotted by the state officials. I have had such an experience during my fourteen years in the Senate in some other cases, and I have noted that as a result of the dual jurisdiction that exists between the State Highway Departments and the Federal Bureau of Roads that more often than not the compensation finally fixed does not truly compensate the land owner for his loss.

It would appear to me that the Troys are deserving of the most careful consideration on the part of the Oregon State Highway Department in regard to the actual damage that their cattle ranch operations will suffer as the result of locating the highway between the points now contemplated.

In your letter of August 27, 1958, to Governor Holmes, you mention that at the public hearing, which was held in the Baker County Court only six people voiced opposition to the proposed routing, even though the petition submitted by the Troys contain many signatures asking

Mr. Williams. Page 3.

for a change in the location of the road. The Troys advise me that the reason that only six people testified before you was due to the fact that you made an announcement to the effect that only those persons that had an interest in the location of the property between the two points that crossed the Troy ranch would be heard at that time, and that you would hear others at a later time. Be that as it may, it does appear that a substantial number of residents in the area, including some of the most prominent citizens of Baker County, did sign the petition in opposition to the location of the road as planned by the Oregon State Highway Department, and the Troys assure me that those signers are still opposed to the decision the State Highway Department has reached.

Needless to say, I am not a highway engineer and, of course, I am not qualified to pass judgment upon the engineering decision which you have reached. However, I have studied the maps which Mr. Troy has brought to my office and listened to his arguments in support of his contention that your letter of August 27, 1958, to Governor Holmes contains errors. He alleges that your letter does not take into account, for example, the cost of some expensive viaducts that would have to be built if you maintain your present decision in regard to the location of the road. He also alleges that the map which you have submitted to the Governor does not show an accurate location of the present railroad, in that your map shows a curve of much more than three degrees, whereas the railroad itself, according to Mr. Troy, says the curve is only a three degree curve, and if that is true both the cost item and the respective contentions as to the location of the road would have to be modified.

In view of the fact that the probabilities are great that eventually a litigated contest over the location of this road will raise some federal policy questions in respect to the jurisdiction of the Federal Bureau of Roads, I am thereby coming into the case in my capacity as United States Senator. I am taking the liberty of advising you in this regard of my conference with the Troys. As a lawyer I always advise my clients to try to work out an amicable settlement of a controversy without litigation, and I think that advice is particularly applicable in this controversy. I say that because it would appear that the dispute that has arisen over the decision of the Oregon State Highway Department in respect to this road involves not only the Troys but also involves public opinion in the Baker County area of the state.

Mr. Williams. Page 4.

The State Highway Department, as an agency of the state, has the responsibility of attempting to work out amicable settlements of controversies that arise over the administration of its policies constant, of course, with the public interests of the state as a whole. However, in view of the fact that there appears to be considerable difference of opinion in Baker County in regard to the decision that you have made in connection with the location of this road, I respectfully suggest that you arrange for a formal or informal hearing with the Troys and their legal and engineering representatives for the purpose of seeing if some of the misunderstanding that is developing over this matter can be alleviated. I think that under the circumstances the Troys should be given the opportunity by the Oregon State Highway Department to make a record before the Department itself, prior to any litigation in the matter, in support of their contention that from an engineering standpoint itself, as well as from the standpoint of fair consideration of their ranching equities, the decision of the State Highway Department in respect to the location of this road should be modified.

It has been my observation in the administration of government that a government agency never makes a mistake in giving to the taxpayer every possible opportunity to petition his government and present facts concerning his complaint. Therefore, I sincerely hope that you will give favorable consideration to my recommendation that arrangements be made for an administrative hearing before your Department, at which hearing the Troys will be given an opportunity to present whatever evidence and arguments they consider relevant in the support of their contentions.

I am taking the liberty of sending a copy of this letter to Governor Holmes because I think he should be fully apprised of the interest that I have taken in the matter.

Let me assure you that I fully appreciate the fact that I have no jurisdictional rights in the premises as a United States Senator until and unless the issue reaches the Federal Bureau of Public Roads. However, as a United States Senator from Oregon it always is my obligation to do whatever I can to cooperate with Oregon state officials and departments in trying to promote amicable settlements of controversies that may eventually unless settled reach the federal level.

With kindest personal regards,

Sincerely yours,


Wayne Morse

WM:mc

RECEIVED
SEP 16 1958

FOR FILING

I-80N-7(1)306
5604

September 16, 1958

Hon. Al Flegel, Chairman
Legislative Highway Interim Committee
Post Office Box 50
Roseburg, Oregon

Dear Mr. Flegel:

With reference to the relocation of that portion of the interstate highway system between Encina and Pleasant Valley, I believe the facts are as well summarized as I am able to do so in a letter I addressed to Governor Holmes under date of August 27, 1958. I enclose a copy of that letter, with map attachments.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
Encl.
cc Mr. Forrest Cooper

MEMBERS
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STATE SENATOR
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STATE OF OREGON
LEGISLATIVE HIGHWAY INTERIM COMMITTEE
CREATED BY S.J.R. 36, 1957 OREGON LEGISLATURE
ROOM 304, CAPITOL BUILDING
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STATE REPRESENTATIVE
RICHARD GROENER
STATE REPRESENTATIVE

NOTED
W. C. WILLIAMS

September 15, 1958.

Mr. W. C. Williams
Chief Engineer
State Highway Department
Salem, Oregon.

Dear Dutch:

I have received a letter from Representative William Grenfell in relation to a highway location problem in Eastern Oregon..

From Bill's letter, it would seem that there is considerable unhappiness concerning the relocation of a stretch of highway between Encina and Pleasant Valley.

Bill seems to be very concerned over the situation and I would greatly appreciate your letting me know the situation as it exists concerning this relocation.

Best personal regards,

Very truly yours,

Al Flegel

cc: William A. Grenfell
705 S. W. Columbia
Portland, Oregon.



RECEIVED
AUG 28 1958

FOR FILING

I-80N-7(1)306

5604

August 27, 1958

Honorable Robert D. Holmes
Governor of Oregon
State Capitol
Salem, Oregon

Dear Governor Holmes:

I am enclosing herewith the petition delivered to you by residents of Baker County, relative to the proposed new highway between Encina and Pleasant Valley, as well as a letter addressed to you by A. S. Grant, attorney, of Baker County, having reference to the same matter. I give you herewith my report on the matter and enclose an extra copy of the report and map in the event that you might wish to use it in replying to Mr. Grant.

I enclose a map on which are indicated three alternate routes which have been under investigation and survey for several months. The three routes as indicated on the map are the south alternate, in heavy black line; the reconnaissance alternate (middle route), shown in dashed black line; and the north alternate, indicated by a dotted black line. The preferable route, and the one selected by the Highway Commission, is the south alternate. The costs for the various routes are shown on the map.

The north route costs \$183,000 more than the selected route. The middle route, which crosses quite rough terrain, costs \$439,000 more than the selected route. The selected route is also shorter than the north route and has much superior alignment. The middle route is approximately comparable in distance and alignment to the south, or selected, route but, as stated above, costs \$439,000 more.

All of these items must be given consideration when routes are under study. All federal highway projects must be approved by the Bureau of Public Roads, and it has approved this route on the basis of engineering consideration and cost. I feel very certain that the Bureau of Public Roads would not consider adopting a line which is considerably more expensive to construct and quite inferior as to engineering features.

I am thoroughly familiar with the situation that obtains at the Troy ranch, as I was on the survey party that made the original survey through their holdings more than 35 years ago. Further, I was Division Engineer in that area for 10 years, at which time certain portions of the original highway were reconstructed through the Troy ranch. There is no question that damage will result to the Troy property, but this damage should be compensated for

Honorable Robert D. Holmes - 2

August 27, 1958

as a part of the right-of-way acquisition. We will provide adequate passes for both stock and machinery under the new facility to allow for unity of use of the Troys' remaining land on either side of the highway.

It is unfortunate that these disruptions must occur, but under the standards adopted for the National System of Interstate and Defense Highways it is necessary to provide for the highest type facility for the safe use of civilian and military traffic that can be had consistent with reasonable expenditures. We are hoping to provide a system that will not need to be revised in either gradient or alignment in the foreseeable future. There is no question that in its nationwide construction many homes, businesses, farms, and other things will of necessity be disturbed; however, under the Constitution, just compensation must be provided for right of way acquired as well as for damages to remaining property. It is not possible to provide a facility of the type meeting the standards of the Interstate Highway Act without in many cases having to disturb the individual to provide for the greater common good of the state and the nation as a whole.

The Troys' holdings in the vicinity of this particular change of highway location consist of approximately 1550 acres of land, of which approximately 143 acres are tillable. The right of way for the relocated section of highway would require 71 acres of their property, of which approximately 52 acres are tillable. In addition to these holdings, the Troys have 1000 acres of land located approximately two miles southeasterly, of which a quite considerable amount is arable. I attach a small map which indicates the Troys' holdings in the two different locations.

I might further advise you that a public hearing was held in Baker relative to this proposed location, which numerous citizens attended, including all three members of the Baker County Court and State Representative Clinton Knight. There were only six people voicing objection to the proposed routing, three of these being members of the Troy family, one a tenant of the Troys, one a businessman in Pleasant Valley, and the other a man who did not live anywhere in the vicinity of the location in question. This is brought out by reason of the fact that the petition submitted to you contained many signatures asking for a change in the location but the signers of the petition did not appear or voice objection at the public hearing which was advertised in the local newspapers, by posters, et cetera, for a period of more than two weeks.

In closing, I will admit that I am very sympathetic with the Troys and can in no wise take exception to their efforts to secure a change of location, but it is just one of those things that cannot be avoided in the construction of the National System of Interstate and Defense Highways as promulgated by the National Congress.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hl
Encl.

cc Mr. Coyle
Copy with maps sent to each Com'n 9-2-58

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 26, 1958

NOTE
W. C. WILLIAMS

SUBJECT:

Troy Property
Baker-Pleasant Valley
Oregon Trail Highway
Baker County

To:

Mr. Tom Edwards
Construction Engineer
Office

As instructed, information has been gathered concerning the Troy holdings between Encina and Pleasant Valley in Baker County.

As examination of the detail map for the proposed highway relocation revealed that the highway rights of way would consume approximately 71 acres of Troy property of which about 52 acres apparently is tillable land all lying in Sections 23 and 24, T.10 S., R. 41 E., WM. In checking with the Baker County Assessor, it was found that the Troy holdings in this area contain 143 acres of tillable land all lying in the above sections. There would be approximately 91 acres of tillable land left for the Troys after right-of-way is taken.

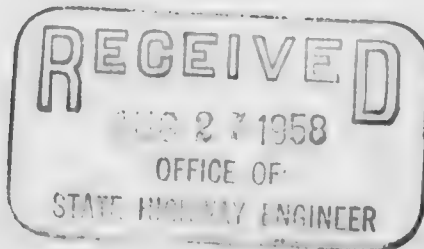
The 1" = 1000' sketch map previously submitted through this area has been amended to show the Troy property in accordance with the photostat deed records submitted with the location. It might be pointed out that the Troy holdings may be more extensive than what is shown and a thorough check with the Baker County deed records would be necessary to outline their entire holdings.

Revised sketch map is attached.

Victor D. Wolfe
Ass't Chief Locating Engineer

By *William H. Tebeau*

William H. Tebeau
Field Reconnaissance Engineer



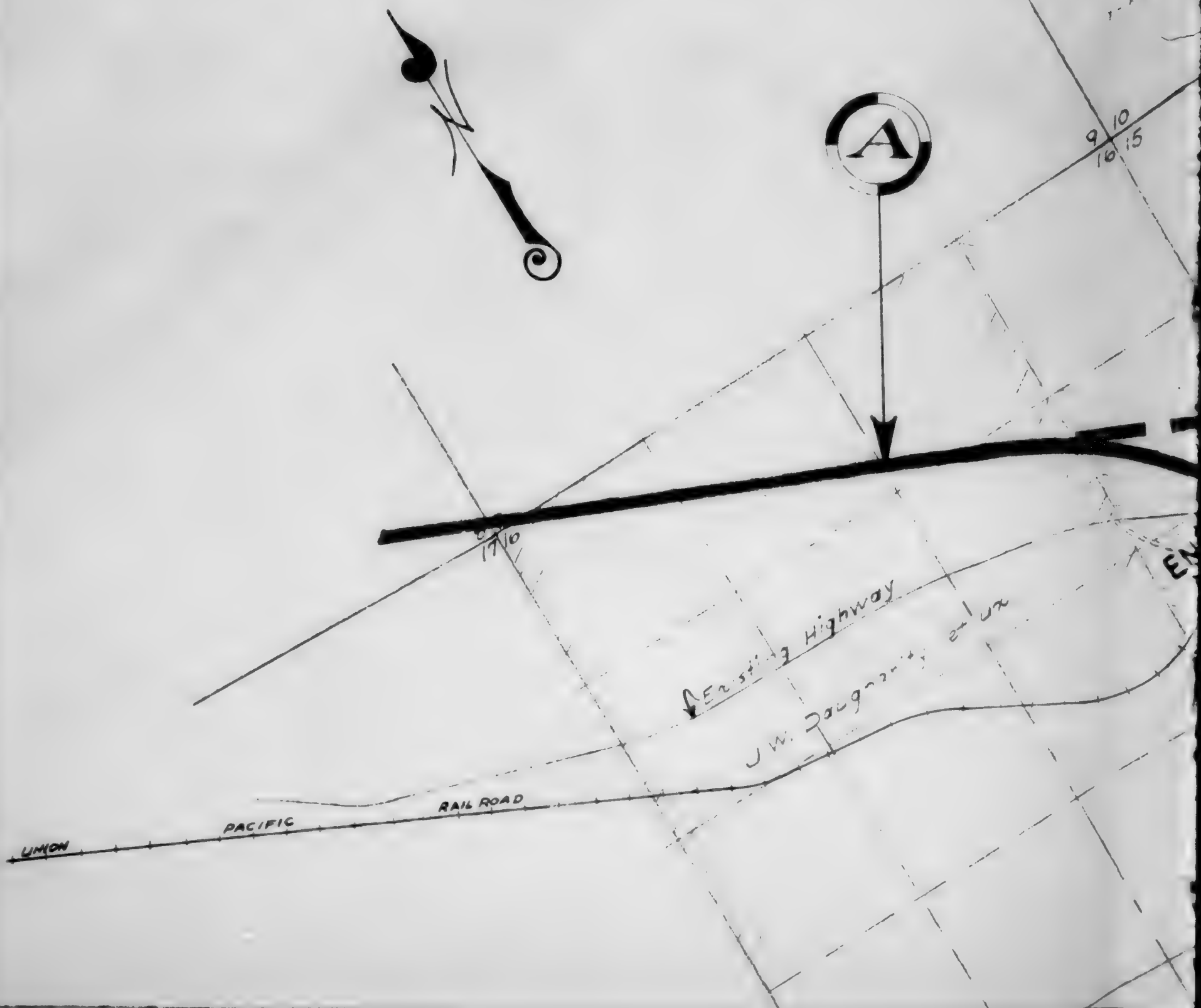
OREGON STATE HWY. DEPT.
RECONNAISSANCE SKETCH MAP

— COMPARISON OF ROUTES —
ENCINA - PLEASANT VALLEY
OLD OREGON TRAIL HWY.
BAKER COUNTY

SCALE: 1"=1000'

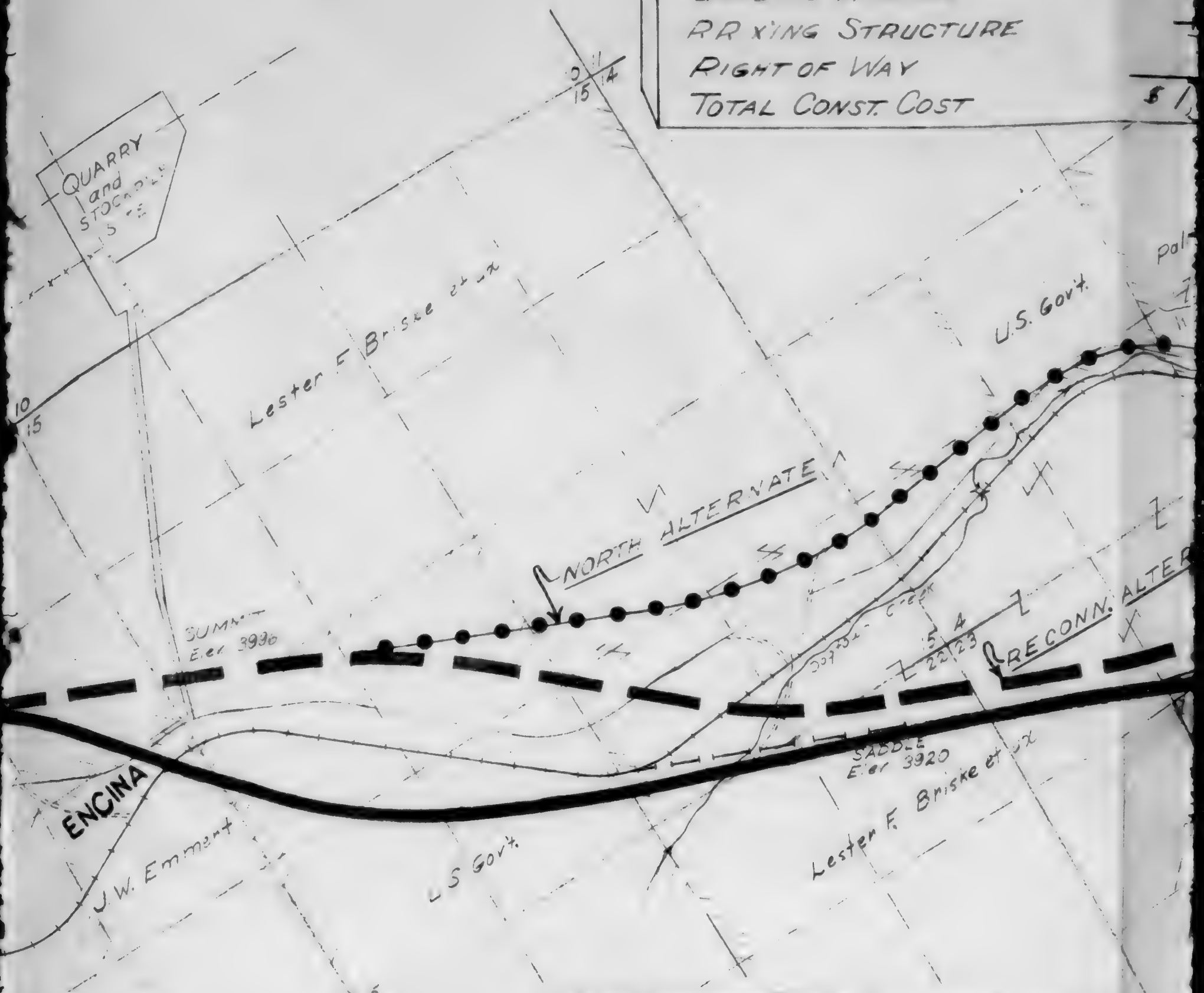
JULY 1958

VICTOR D. WOLFE, ASST. CH. LOC. ENG.



A-B via NORTH ALT. ——— 4.8

GRADING & PAVING	\$1,
R.R. X'ING STRUCTURE	
RIGHT OF WAY	
TOTAL CONST. COST	\$1,



A-B via RECONN. ALT. ——— 4.70 MILE

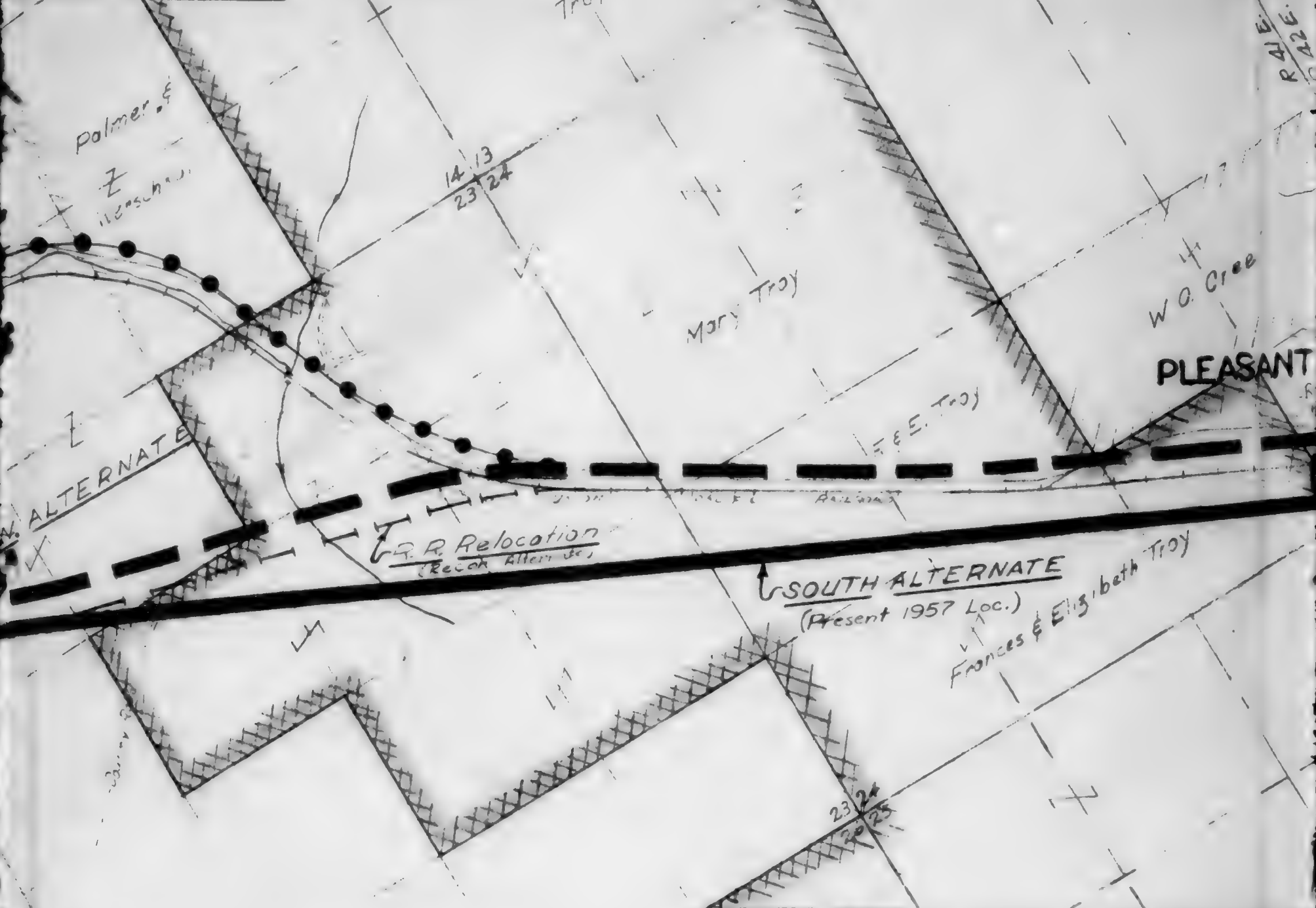
GRADING & PAVING*	\$1,988,50
R.R. X'ING STRUCTURE	
RIGHT OF WAY*	88,50
TOTAL CONST. COST	\$ 2,077,00

* INCLUDES R.R. RELOCATION

4.86 MILES
 \$1,756,000
 65,000
 \$1,821,000

T10S. R41E.

13 14
24 19



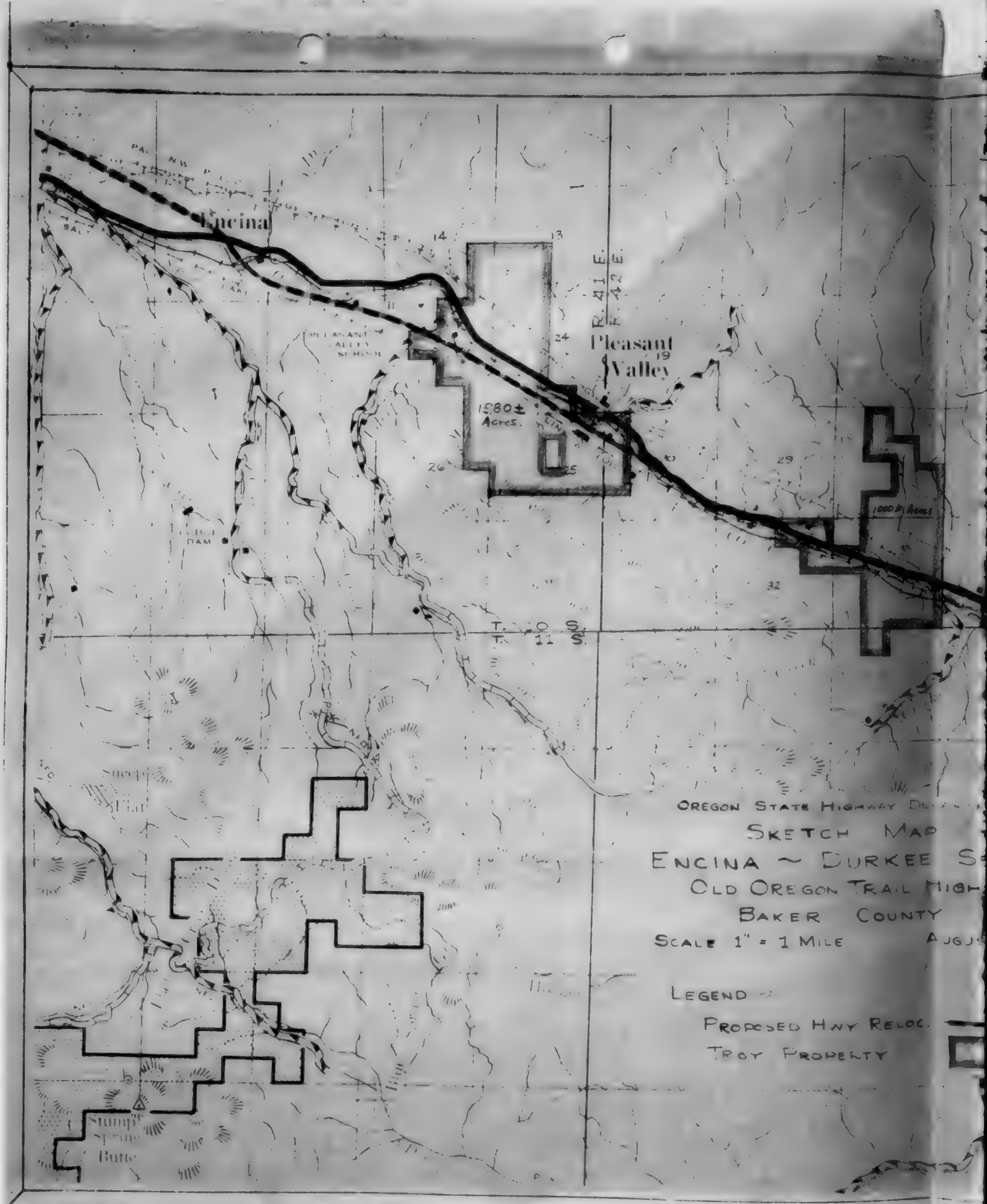
7.0 MILES
 1,988,500
 88,500
 2,077,000

22 23
27 26

A-B via South ALT.*
 GRADING & PAVING
 R.R. X'ING STRUCTURE
 RIGHT OF WAY
 TOTAL CONST. COST

* Present 1957 Location





OREGON STATE HIGHWAY DEPARTMENT
SKETCH MAP
ENCINA ~ DURKEE S
OLD OREGON TRAIL HIGH
BAKER COUNTY
SCALE 1" = 1 MILE AUG 1964

LEGEND
PROPOSED HWY RELOC.
TROY PROPERTY



STATE HIGHWAY DEPARTMENT
SKETCH MAP
A ~ DURKEE SECTION
OREGON TRAIL HIGHWAY
BAKER COUNTY
1" = 1 MILE AUGUST-1958

PROPOSED HWY RELOC.
PROPERTY



6



STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

ROBERT D. HOLMES
GOVERNOR

August 20, 1958

Mr. W. C. Williams
State Engineer
Highway Department

Dear Dutch:

Representatives of the enclosed petition called on me in my office through an introduction of Senator Dwight Hopkins.

From their presentation, as specifically outlined in the petition, it appears that they have a real problem in the choosing of the right-of-way affecting valuable farming lands.

I would greatly appreciate it if you would give me a complete summary of the facts necessitating the location as it now stands and, if possible, any recommendations you might have for relocation of the right-of-way in less valuable lands as outlined in the peittion.

Kind regards,

Robert D. Holmes
Governor

RDH hb



We, the undersigned, protest relocating the section of highway between Encina and the easterly end of Pleasant Valley, Oregon, because it results in a needless destruction of valuable farming lands. This area is entirely dependent upon farming and livestock for its livelihood.

We respectfully request you to take this matter up with the members of the State Highway Commission to see if it is not possible to relocate the road in such a manner as not to so seriously damage the economy of the Pleasant Valley area.

3 sheets
55 signatures

GRANT, FUCHS, ROSE & DARON

LAW OFFICES

1026 COURT STREET

A. S. GRANT
ARMAND H. FUCHS
GENE C. ROSE
HAROLD M. DARON

BAKER, OREGON

Aug. 18th, 1958

Hon. Robert D. Holmes
Governor of Oregon
Salem, Oregon

Dear Governor Holmes:-

I hesitate to write this letter to you because of my high regard for the members of the Highway Commission and its splendid staff of engineers, and the fact that I am a member of another State Board.

This firm has represented the Troy family, which owns a string of farm lands in the Pleasant Valley area. These lands are crossed by two electrical transmission lines, a transcontinental telephone line, an oil pipeline, a gas pipeline, the Union Pacific Railroad and U. S. Highway No. 30, which has been rerouted over a considerable portion of the Troy lands since its original construction. These various easements and rights-of-way have naturally caused these farming operations to be disrupted and changed on many occasions. The plan to reroute U. S. Highway No. 30, will result in completely bisecting a considerable portion of the lands for a distance of several miles and create the unusual situation of having two highways crossing their properties.

Anyone familiar with this particular area can't help but realize that the Highway Commission has been confronted with a very difficult problem in working out a satisfactory location for the new transcontinental highway and knows that it is impossible to always pick a route that will satisfy everyone. The people living in the area are strongly of the opinion that the new highway would be less expensive and safer if it were relocated to the south and east of the present highway from Encina through the Pleasant Valley. A study of such proposed route by the Highway Engineers would be deeply appreciated by these people.

Respectfully yours,

ASG-m

RECEIVED
AUG 19 1958

FOR FILING

T-80N-7(1)306
5604

Salem, Oregon
August 18, 1958

Mr. Leonard I. Lindas
OFFICE

Throughway Agreement
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

Attached is a draft of an agreement covering the subject named project. Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of the exhibit will be furnished by County and City Relations Division.

G. S. Paxson
Assistant State Highway Engineer

Att.

JDG:mm

cc: Tom Edwards
C. G. Swenson

RECEIVED
AUG 15 1958

FOR FILING

August 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In reply to your letter of August 11, 1958, I am handing you a copy of the reconnaissance report on the Baker-Pleasant Valley Section, which, I believe, will give you the information as to comparative cost and length features of the route involved.

If you wish any additional information, please advise.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

WCS:ms

Encl.

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
08-35.2-D

August 11, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Baker-Pleasant Valley
Project I-5-7()

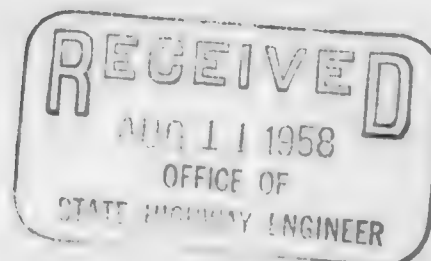
Dear Sir:

In reviewing the transcript of testimony taken at the public hearing held at the Baker County courthouse in Baker on July 16th in connection with the reconstruction of the Old Oregon Trail Highway between Baker and Pleasant Valley, we note that many of the people testifying voiced opinions that the route to be selected should be in a different position from the one shown on the map presented at the hearing.

We are aware of your statement at the hearing that a reconnaissance study had been made from North Powder via Virtue Flat to Durkio which showed that no saving in cost would result and that Baker would be by-passed by 6 miles. However, we would like to know if a study has been made on the feasibility of a line which would stay on the higher ground between Encina and Pleasant Valley and avoid crossing the railroad. Testimony given at the hearing strongly favored such a line because it would eliminate the taking of irrigated farm land. We would appreciate receiving a discussion of this line from you, with comparison of costs and engineering details if available.

Very truly yours,

C. G. Polk
C. G. Polk
Division Engineer



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 8, 1958

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

SUBJECT: Encina-Pleasant Valley
Old Oregon Trail Highway
Baker County

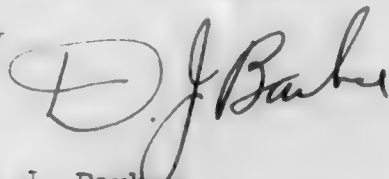
I am attaching hereto three copies of estimates and alternate routes from Encina to Pleasant Valley.

As stated in the report, the South Alternate is our present relocated line and the one presented at the recent hearing in Baker.

I believe that the report, as a whole, is self-explanatory and it is my opinion that we should stay with the South Alternate irregardless of the fact that we are taking more cultivated land with this plan.

Tom Edwards
Construction Engineer

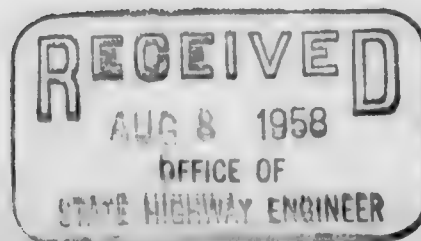
By



D. J. Barbee
Assistant Construction Engineer

DJB:fp

Attachments



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 7, 1958

SUBJECT: Encina-Pleasant Valley
Old Oregon Trail Highway
Baker County

To:

Mr. Tom Edwards
Construction Engineer
Office

In accordance with verbal instructions, a windshield investigation has been made covering three alternate routes for the proposed U. S. 30 Interstate Highway between Encina and Pleasant Valley in Baker County.

The north terminus of each alternate is at Point A (on the attached map) which is Station 461 (M.P. 347.0) of the recent Baker-Pleasant Valley location and is approximately 0.5 mile northwesterly from Encina. The south terminus is at Point B (on the attached map) which is Station 709 (M.P. 351.7) of the recent Baker-Pleasant Valley location and is approximately 0.7 mile southeasterly from Pleasant Valley.

The South Alternate (solid line on map) is coincident with the recent Baker-Pleasant Valley location made in 1957 by Mr. F. K. Laughlin. This route crosses the existing highway and the Union Pacific Railroad at Encina and swings through the Alder Creek Valley south of Pleasant Valley; it then crosses the existing highway and railroad again about 0.5 mile southeasterly from Pleasant Valley to head into Alder Creek Canyon. Right of way for this route will involve approximately 76 acres of cultivated land of which about 70 acres is through the Troy property in the Alder Creek valley. The remainder of the right of way will be through rangelands.

The North Alternate (dotted line on map) would follow generally the existing highway and railroad to the north and would pass through Pleasant Valley with no attempt to by pass. The railroad would not be crossed at any point along this route, however encroachments would exist. A major portion of this route is coincident with a previous location of this highway made in 1953 by Mr. F. K. Laughlin. Right of way for this route would involve approximately 5 acres of cultivated land, all of which belongs to the Troy interests. Rangeland constitutes the balance of the right of way.

The Reconnaissance Alternate (dashed line on map) would involve the relocation of about 1.5 miles of the Union Pacific Railroad which would cost an estimated \$500,000. The route itself would cross the existing highway about 0.6 mile east of Encina; it would then parallel

Mr. Tom Edwards

-2-

August 7, 1958

the railroad relocation to the north becoming coincident with the North Alternate about 1 mile west of Pleasant Valley. Relocation of the railroad would eliminate any necessity for railroad grade separations. Right of way for this route including that required for the railroad would involve about 49 acres of cultivated land all in the Troy property. Rangeland would constitute the balance of the right of way.

Windshield estimates have been prepared for these routes and are based on a 100 foot centerline to centerline section with the exception of the transition to an 8.4 foot median section south of Pleasant Valley. Costs are based on those from the 1957 field estimate of the Baker-Pleasant Valley location. These estimates are summarized as follows along with the physical characteristics of each route:

	South Alternate	North Alternate	Recon Alternate
Length, miles	4.68	4.86	4.70
Number of Curves	6	6	7
Maximum Degree of Curve	4°	3½°	3°
Number Maximum Curves	1	1	1
Maximum Central Angle, 1 Curve	30°	75°	38°
Total Central Angle	104°	196°	129°
Maximum Grade	4%+	2.6%+	6%+
Length 3%+ Grade	6000+	-----	3000+
Total Rise and Fall	342'±	366'±	360'±

Grading & Paving	\$1,301,000	\$1,756,000	\$1,488,500
Railroad O'Xing Structure	290,000	-----	-----
Railroad Relocation	-----	-----	500,000
R/W Costs	47,000	65,000 *	88,500 *
Estimated Construction Cost	\$1,638,000	\$1,821,000	\$2,077,000

*Including purchase of Pleasant Valley business.

A sketch map delineating these three alternate routes and reflecting the limits of the Troy property is attached.

Victor D. Wolfe
Assistant Chief Locating Engineer

By
William H. Tebeau
William H. Tebeau
Field Reconnaissance Engineer

WHT:fp

Attachment

OREGON STATE HWY. DEPT.
RECONNAISSANCE SKETCH MAP

— COMPARISON OF ROUTES —
ENCINA - PLEASANT VALLEY
OLD OREGON TRAIL HWY.
BAKER COUNTY

SCALE: 1"=1000'

JULY 1958

VICTOR D. WOLFE, ASST. CH. LOC. ENG.



A-B

ORTH ALT. ——— 4.6

GRADING & PAVING
R.R. X'ING STRUCTURE
RIGHT OF WAY
TOTAL CONST. COST



A-B via RECONN. ALT. ——— 4.70 MI.

GRADING & PAVING*	\$1,958.5
R.R. X'ING STRUCTURE	
RIGHT OF WAY*	88.5
TOTAL CONST. COST	\$ 2,077.0

* INCLUDES R.R. RELOCATION

4.86 MILE

\$1,756,000
65,000
<u>\$1,821,000</u>

TIOS R41 E.

13 10
24 19

Palmer & Nersunkul

14 13
23 24

W.O. Cree

PLEASANT

ALTERNATE

R.R. Relocation
(Relocation Alternative)

SOUTH ALTERNATE
(Present 1957 Loc.)

Frances & E13 both Tr0

John Troy et al

23 24
20 25

0 MILES

988,500
88,500
<u>077,000</u>

22 23
27 20

A-B via South ALT.*

GRADING & PAVING	\$
R.R. X'ING STRUCTURE	
RIGHT OF WAY	
<u>TOTAL CONST. COST</u>	\$

* Present 1957 Location

(B)

19 20
30 29

QUARRY

Stone of Dragon

U.S. Govt.

C.A. Brown

Cree

S Govt.

PLEASANT VALLEY

Road
Power
et al

2A 19

4.68 MILES

\$ 1,301,000

290,000

47,000

\$ 1,638,000

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 7, 1958Encina-Pleasant Valley
SUBJECT: Old Oregon Trail Highway
Baker CountyTo: Mr. Tom Edwards
Construction Engineer
Office

In accordance with verbal instructions, a windshield investigation has been made covering three alternate routes for the proposed U. S. 30 Interstate Highway between Encina and Pleasant Valley in Baker County.

The north terminus of each alternate is at Point A (on the attached map) which is Station 461 (M.P. 347.0) of the recent Baker-Pleasant Valley location and is approximately 0.5 mile northwesterly from Encina. The south terminus is at Point B (on the attached map) which is Station 709 (M.P. 351.7) of the recent Baker-Pleasant Valley location and is approximately 0.7 mile southeasterly from Pleasant Valley.

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Mr. Tom Edwards

-2-

August 7, 1958

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Windshield estimates have been prepared for these routes and are based on a 100 foot centerline to centerline section with the exception of the transition to an 8.4 foot median section south of Pleasant Valley. Costs are based on those from the 1957 field estimate of the Baker-Pleasant Valley location. These estimates are summarized as follows along with the physical characteristics of each route:

	South Alternate	North Alternate	Recon Alternate
Length, miles	4.68	4.86	4.70
Number of Curves	6	6	7
Maximum Degree of Curve	4°	3½°	3°
Number Maximum Curves	1	1	1
Maximum Central Angle, 1 Curve	30°	75°	38°
Total Central Angle	104°	196°	129°
Maximum Grade	4½%	2.6½%	6½%
Length 3½% Grade	6000+	-----	3000+
Total Rise and Fall	342'±	366'±	360'±

Grading & Paving	\$1,301,000	\$1,756,000	\$1,488,500
Railroad O'Xing Structure	290,000	-----	-----
Railroad Relocation	-----	-----	500,000
R/W Costs	47,000	65,000 *	88,500 *
Estimated Construction Cost	\$1,638,000	\$1,821,000	\$2,077,000

*Including purchase of Pleasant Valley business.

A sketch map delineating these three alternate routes and reflecting the limits of the Troy property is attached.

Victor D. Wolfe
Assistant Chief Locating Engineer

By *William H. Tebeau*

William H. Tebeau
Field Reconnaissance Engineer

WHT:fp

Attachment

OREGON STATE HWY. DEPT.
RECONNAISSANCE SKETCH MAP

— COMPARISON OF ROUTES —
ENCINA - PLEASANT VALLEY
OLD OREGON TRAIL HWY.
BAKER COUNTY

SCALE: 1"=1000'

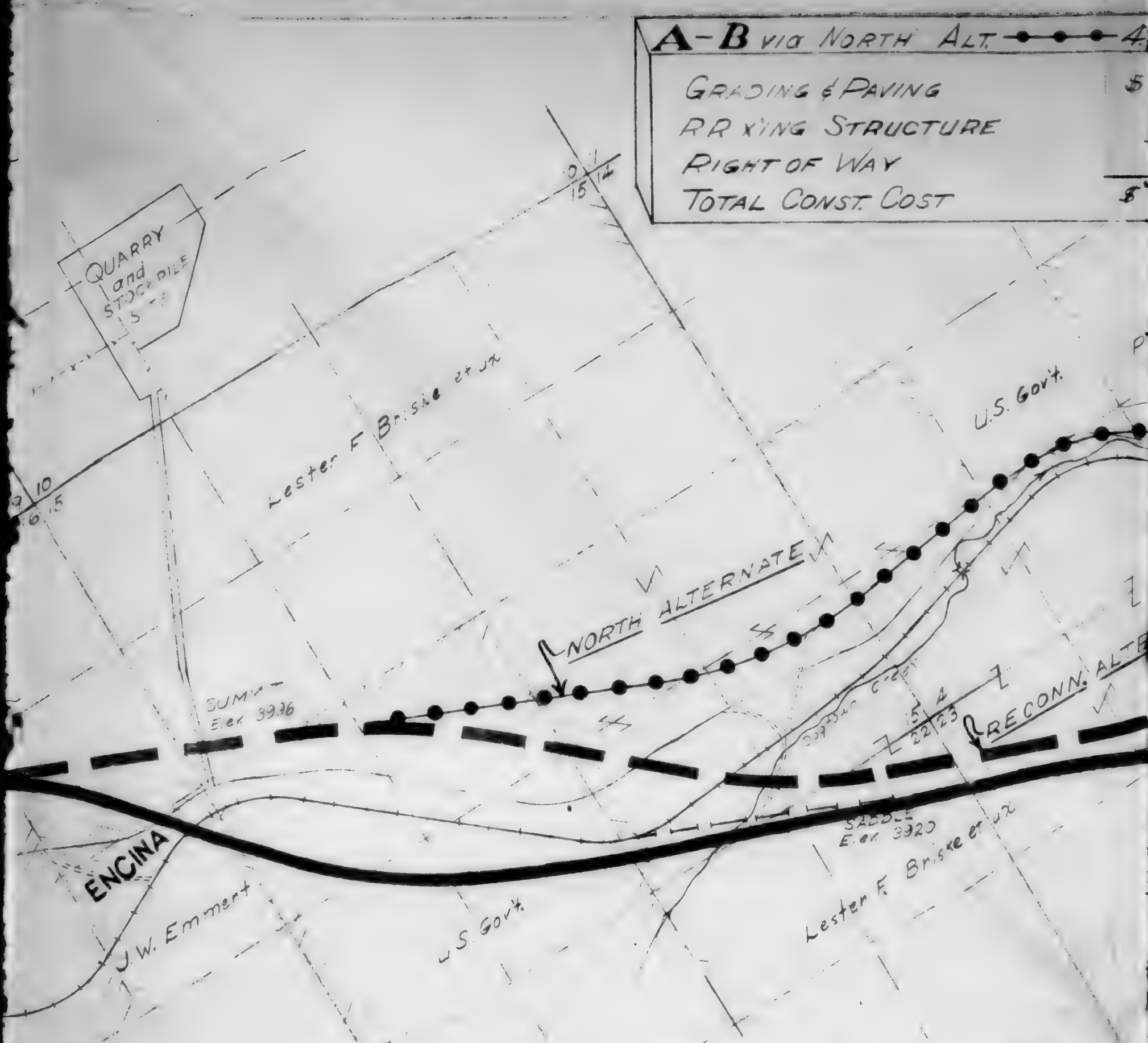
JULY 1958

VICTOR D. WOLFE, ASST. CH. LOC. ENG.



A-B via NORTH ALT. — — — — — 4.70 MI.

GRADING & PAVING	\$
R.R. X'ING STRUCTURE	
RIGHT OF WAY	
TOTAL CONST. COST	\$



A-B via RECONN. ALT. — — — — — 4.70 MI.

GRADING & PAVING*	\$1,939,
R.R. X'ING STRUCTURE	
RIGHT OF WAY*	88,
TOTAL CONST. COST	\$ 2,077,

* INCLUDES R.R. RELOCATION

4.86 MILES

\$1,756,000

65,000

\$1,821,000

T10S. R41E.

Palmer & Wersenkul

14 13
23 24

John Troy

W.O. Cree

PLEASANT

CONN. ALTERNATE

R.R. Relocation
Recon. Alternates

SOUTH ALTERNATE
(Present 1957 Loc.)

Frances & Elbert Troy

John Troy et al

23 24
20 25

4.70 MILES

\$1,983,500

88,500

\$2,072,000

22 23
27 26

A-B via SOUTH ALT.*

GRADING & PAVING
R.R. X'ING STRUCTURE
RIGHT OF WAY
TOTAL CONST. COST

* Present 1957 Location

(B)

9 20
30 29

QUARRY

State of Oregon

U.S. Govt.

CA Brown

Cree

S 30 1/4

PLEASANT VALLEY

Road
Fowler
et al

24 19

4.68 MILES
\$ 1,301,000
290,000
47,000
\$ 1,638,000

RECEIVED
JUL 23 1958

FOR FILING

J-80N-7(1)506
5604

July 23, 1958

Oregon State Highway Commission

Continued

A hearing was held in the Baker County Courthouse on July 16 re the rerouting of Interstate 5 between a point some two miles southwesterly of Baker and a point about a mile easterly of Pleasant Valley. The Secretary has furnished you a transcript of the hearing.

While some opposition to the line was voiced, it was based principally upon complaints by property owners objecting to taking right of way from their hay fields.

Interstate highway routes must be planned and built to the highest feasible standards, and it is my opinion that the route selected for study was the proper one. Therefore, it is my recommendation that you adopt the survey for the Baker-Pleasant Valley Section and grant authority for the purchase of right of way.

While there is no doubt that certain property owners will suffer damage, they will be fairly compensated when the right of way is acquired.

The matter will be on the agenda for your consideration at the meeting July 31-August 1.

Very truly yours,

H. C. Williams
State Highway Engineer

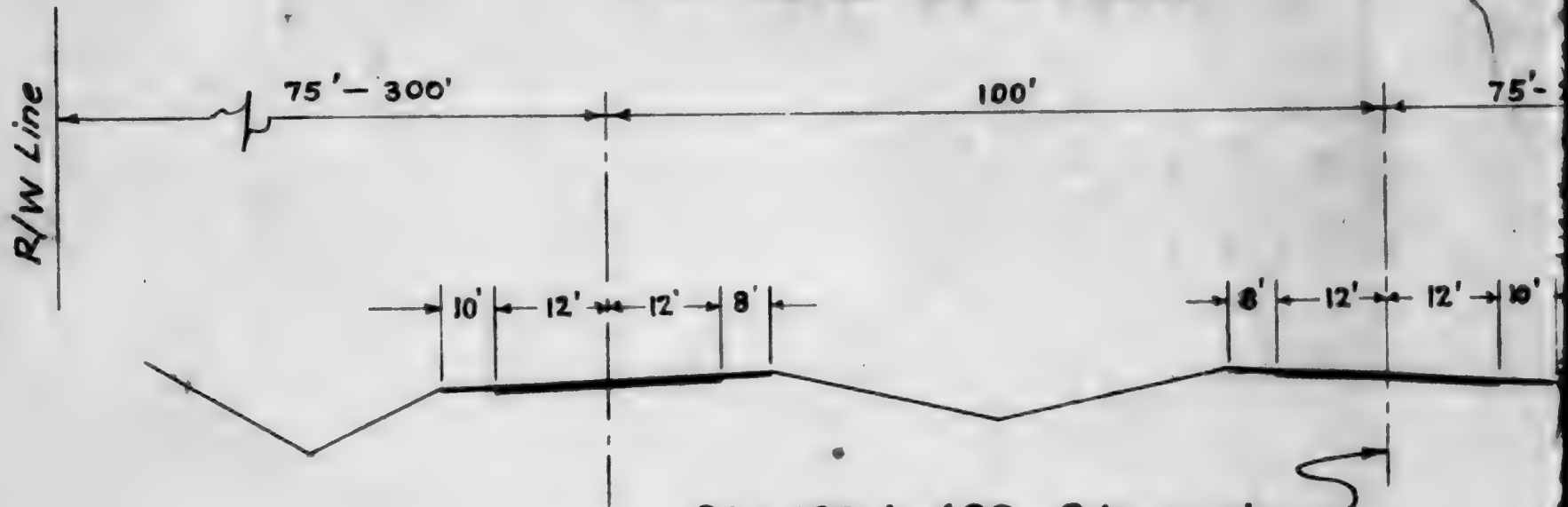
Encl.

cc Mr. Tom Edwards
Mr. R. L. Porter

FC:me hi



TYPICAL SECTION



Sta. 189 to 489	2-lane only
" 489 " 525	Transition
" 525 " 650	4-lanes
" 650 " 680	Transition
" 680 " 720	4-lanes (8.4' Median)



OREGON STATE HIGHWAY
 - Survey Approved
BAKER - PLEASANT
 OLD OREGON TRAIL
 BAKER COUNTY

Scale 1" = 4000'

DWG. NO. IR

APPROVED
[Signature]
 DEPUTY STATE HIGHWAY ENGINEER
 Date *July 25, 1958*

For details see Dwg. No. 88-9-4

Median)



OREGON STATE HIGHWAY DEPARTMENT

• Survey Approval Map •

BAKER - PLEASANT VALLEY SECTION

OLD OREGON TRAIL HIGHWAY

BAKER COUNTY

Scale 1" = 4000'

May 1958

APPROVED
[Signature]
 DEPUTY STATE HIGHWAY ENGINEER
 Date *July 25*, 1958

DWG. NO. IR-3-1207

For details see Dwg. No. 8B-9-4, 8B-9-5, & 8B-9-6, Apr. 1958

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

.....Salem, Oregon.....
.....July 16, 1958.....

SUBJECT: Survey Approval Map
Baker-Pleasant Valley Section
Old Oregon Trail Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Attached are eleven copies of the above named survey approval map.

A hearing on this section was held on July 16th and I suppose a transcript of this hearing will be presented to the Commission.

Tom Edwards
Construction Engineer

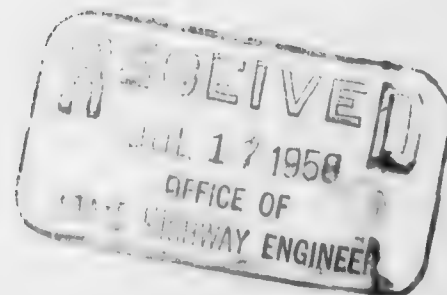
By

D. J. Barbee

D. J. Barbee
Assistant Construction Engineer

DJB:fp

Attachments



Public Hearing Concerning Proposed Relocation Of The
Baker-Pleasant Valley Section of the
Old Oregon Trail Highway

July 16, 1958

The meeting was held in the Baker County Court House and was called to order at 9:30 a.m. by W. C. Williams, State Highway Engineer. Present were: W. C. Williams, State Highway Engineer; Forrest Cooper, Deputy State Highway Engineer; Tom Edwards, Construction Engineer; A. F. Parson, Division Engineer; Kevin Laughlin, Resident Engineer; Floyd Query, Assistant Secretary; L. C. Jensen, Area Engineer, representing the U.S. Bureau of Public Roads; Baker County Judge Lloyd Rea; Baker County Commissioners R. M. Phipps and Gill Wright; and State Representative Clint Haight.

Also present were approximately 25 interested persons some of whom spoke concerning the proposed project.

JUDGE REA: Good morning, ladies and gentlemen. As all of you know, this is the time that was set for the hearing based upon your petition for a hearing on the so-called Pleasant Valley By-pass. At this time I'd like to introduce to you our County Commissioner, Gill Wright. On my left is Clint Haight, a State Representative. Now then, I'd like to introduce to you the gentleman who will conduct the meeting this morning, Mr. W. C. better known as "Dutch" Williams, State Highway Engineer from Salem.

MR. WILLIAMS: Thank you, Judge. Ladies and gentlemen, this hearing is called in conformance with federal laws which require that a hearing be held or an opportunity for a hearing be made, before any change in the location of a Federal Aid Highway is made. Today we are considering only the relocation of US30 between a point just southeast of Baker and Pleasant Valley, or immediately south and east of Pleasant Valley. I may state that other hearings will come up later for other sections to be changed, such as from North Powder to Baker and from Pleasant Valley to Durkee. The hearing today is only in relation to the section between the point just southeast of Baker and Pleasant Valley. (At this point Mr. Williams introduced the highway personnel who were present.) Each and everyone in the room is cordially invited to comment pro or con on the proposed route. We will later ask you, after the route has been explained, if anyone wishes to speak to raise their hand so we can take them one at a time. You should come forward in front of the mike so your comments will be recorded and later made available to the members of the State Highway Commission and the U.S. Bureau of Public Roads, in order to analyze opposition or preference for the route before final decision is made. There will be no decision made on the routing at this meeting and probably not for 30 to 60 days afterward. Now we will ask our Construction Engineer, Tom Edwards, to explain, we should say in somewhat detail, but rather briefly, what we are proposing here today, by means of that map on the wall over there. Tom, take over.

MR. EDWARDS: Ladies and gentlemen, we have here a schematic map of the area from a point easterly of Baker to a point easterly of Pleasant Valley. The yellow line represents the existing US30 highway. The red line represents the survey which has been made and which is the subject of this hearing today. The green lines represent either public or semi-public roads in the area which cross the area being covered by the new route. They are all shown schematically on the map in the manner for which they are proposed to be taken care of. In this instance, each and every one of them is crossed under at some feasible point near where they meet the existing survey. The blue lines represent the connections between the proposed new route and the existing route. This point here as shown with a blue line, is a temporary connection near the scale house site east or southerly of Baker. The blue line here represents the connection between the new and the old highway where the present highway comes near the railroad and the proposed new highway crosses. The blue lines here represent the connection just easterly of Pleasant Valley between the old highway and the new highway. This point here will be the end of the present proposed highway. This project has been designed as a four lane divided highway. However, there will not be such heavy traffic on this road in the period between now and 1975 to warrant the building of the entire four lanes so we will at this time build the east bound lanes and using, if need be, some of the excavation from the west bound lane to complete the east bound lane, or vice versa. The road that we propose for this project now will be two 12 foot lanes with a 10 foot shoulder on each side. The matter of crossings for private holdings between the so-called semi-public or public crossings will be a matter which will be settled by negotiation between the right of way purchaser and the property owner and they have not, of course, been shown on this map.

MR. WILLIAMS: Thank you, Mr. Edwards. We will now throw the meeting open to you people of this area. As I've stated, each and everyone who wishes to make a statement for the record is welcome to do so. I would only ask that you confine your comments to the section under consideration because the surveys have not been completed on the adjacent sections either to the east or west and we would not be able to answer your questions. Hearings will be held later on those. With that I will ask who wishes to lead off the comments on the Baker-Pleasant Valley Section. Will you come forward please and give your name and your residence.

WAYNE TROY: I'm Wayne Troy from the Troy Ranch out there and the part that concerns us most, of course, is that you come down through the middle of our ranch. That seems kind of needless to us. Of course, it's easier to take the bottom land instead of staying up on top of the hill. I don't quite understand why the highway has to cross the railroad, which costs quite a bit of money. Why can't you stay up on the hill, the dry land, where you have a good roadbed? You have to cross the railroad twice, you have to cross the creeks, and I don't know how much mileage you would save, I realize that's expensive. My understanding is that it's approximately one eighth of a mile. That's not very much. If you take that bottom land of ours, that's what we raise our hay on to feed the cattle. Where can we replace that land? You pay us for a certain amount, for just the amount you take, and what's left for us isn't very much. Maybe we can replace that land out in Baker Valley someplace. That won't do us much good. I'd like to know just why it has to go that way.

MR. WILLIAMS: Mr. Troy, we very much appreciate your remarks and they will be given every consideration by the determining authorities who decide this route. What we want today is your opposition or support, whichever it may be, which will be considered by the officials making the determination. This is merely the hearing to record your thoughts, we make no determination, so that your questions will be answered when the final determination is made, whether it be this route or some other.

WAYNE TROY: Well, another thing, it seems like every so many years the highway has to go through our ranch. They've taken so much of our land already and they think that if they take this they'll be all set, then they come along and take some more. I'll think of some more pretty quick.

MR. WILLIAMS: Thank you very much and I assure you that your remarks will be given due consideration by the proper authorities. Next...

FRANCES TROY: I understand that this highway was to be straight and that was why they were crossing over on the north side of the railroad and according to that they put a curve in it and also when they go down through the fields, they go through swamps. Now I understood when they tested that they went down something like 18 feet and struck water. Now what's that going to do to the rest of the land?

MR. WILLIAMS: That's a problematical question.

FRANCES TROY: Yes. Well, when they cross over and go down on the north side of the creek, we have a pasture on the north side. How are our cattle going to get water?

MR. WILLIAMS: That, as Mr. Edwards explained to you, is a matter to be taken care of and it will be considered when we have the information.

FRANCES TROY: We have more than 200 head of cattle. Will they make enough stock passes so those cattle can go into water?

MR. WILLIAMS: That will be a matter to consider in right of way acquisition.

FRANCES TROY: Another matter is, when they go on that north side, they're making a highway just like they have at Oxman that you're trying to get away from. The sun will never shine on it in the wintertime, and it's got a sheet of ice tied to it, all winter long. That seems to me is as much of a problem as anything, besides taking the best part of the ranch and splitting it up. Giving us a couple of underpasses like they did before to get the cattle through. If any of the men on the highway had to put cattle through those they would never put one in.

MR. WILLIAMS: Thank you very much, Mrs. Troy.

MARGARET BAKER: My opinion is that you are ruining the ranches completely, which, of course, we understand are the ranchers social security. The ranchers have worked for years putting together those ranches. My father, my brother,

his son, my sisters and myself earlier in life, but now you are taking their livelihood away from them completely because you are taking their land. The rest of the land is no good except for somebody's sheep pasture or something, when you take the hay land away. If it were necessary we probably wouldn't make any objection but we know now that it is not necessary with the machinery and everything that the engineers have at the present time to work with, why they can't stay on the south side where they are and go right straight through without coming over or going out of their way, as we might say, to wreck the ranch. They really go out of the way to wreck those two ranches completely through Pleasant Valley. Building the overhead crossings, we know, if any of us have been around any construction work at all we know about what they cost and people could travel one eighth of a mile a good many years for what those two overhead crossings are going to cost. Of course, we taxpayers have to help pay that even though we do call it a federal highway and we know that we are the losers from top to bottom and it's taking their social security from them. These girls have worked years on those places to keep them going before their nephew came in to help and he's invested his money in it after coming back from the service. I don't think it's fair, when there is another way, to go in there and take their good land and build a \$50,000 set up for nothing because the state is not going to pay them the \$50,000 that the property is worth. That's my objection.

MR. WILLIAMS: Thank you very much. We'd like for each and every one who has any thoughts on this matter to express themselves. Mr. Wellman, you wanted to state something that was...

STUART PARLIN: My name is Stuart Parlin and I live in Pleasant Valley. I agree with the Troys, sir, that it's going to ruin their cattle business if you take their hay land away from them. If you could get the railroad to cooperate a little bit on the north side, you can stay on the north side right straight through on sage land and have a natural roadbed, sunshine on the road, eliminate overhead crossings, and not take any alfalfa land, and you'd have a straighter road. Like Wayne said here, we'd like to know why they have to make a crooked road and go over and take alfalfa land when they can stay up on rock and sage land and have a better road. This taking alfalfa land away, there are several articles in magazines lately that about 1,000,000 acres a year are being taken out of food production which if continued, of course, is going to hurt everyone. In this case, that's just another number of acres that will be lost and it not only affects the alfalfa but the stock raising industry and the tax revenue that comes in from that community. That just about kills the cattle business out in there. I believe you would have a more solid road; I'm not an engineer but in hunting deer up and down there I know that you can build a more solid road upon the rock where you have a natural drainage down to the creek than you could right down at the bottom of the creek, where it's going to freeze and raise every winter.

MR. WILLIAMS: Thank you, sir. I think I might enter this into the record from this side of the table and talk about the crooked road there. You will note on the map there are only two curves, at this point just east of the beginning of the project, until you get to Pleasant Valley. You will hardly notice that you are driving a curve. They are designed for a speed of 70 miles per hour. It is necessary to put some curvature into cross the track. If you stayed on

the north side of the track you would still have to swing to the northerly direction so you would still have curves. Mr. Wellman, you had a remark that wasn't particularly on this section but it somewhat concerned it in that it would tie into it eventually. I don't think it particularly pertains to this but we will be glad to enter your remarks if you have something to say.

MR. WELLMAN: I am H. L. Wellman and I live on the east side of section 17 about 6 miles north of Baker together with other lands near there adjoining. I'm afraid that if the highway comes within 2 miles of Baker, it's been mapped to come down through that portion of Baker Valley which is mostly low land and covered with water in the spring of the year. It would be necessary to fill with heavy boulders in order to build a roadbed. It would spoil those ranches through there. They're also stock ranches. There would be no crossing except on county roads or such as that because the water table is too high there for the crossing under the road. I do have land 12 miles east of Baker on the Old Oregon Trail route and rather than to have the highway go through my hay ranch down in the valley I'd much prefer to donate the right of way through whatever portion of my land the road might take on the Old Oregon Trail route. That also would be a solid roadbed and I imagine not too steep a grade and it would be a straight-line through to the new highway at North Powder. I feel a little out of place at this meeting but if the road were built into Baker naturally it will go the shortest route to North Powder eventually. That is about all I have to say. We already have a paved road from Baker out to where it would come into Flagstaff if it were built on the Oregon Trail route. The reason I came to this meeting is simply to get that suggestion in because I felt that if it were built within 2 miles of Baker that it would probably go through that way, through the lowlands of Baker County. They are fertile lands that produce from 2 to 3 tons of native hay to the acre, but the water table is high down there. I remember when this John Day Highway was built through Bone Valley before they had machinery they did that with horses and they did drown a team up there trying to build a road, then they had to tear it up and put in large boulders and also north of Baker on the present route I had a farm there and that highway had to be dug out and boulders put into make that hold and also a drain put down through the middle of it. That was about 17 or 18 years ago. That's within 2 miles of Baker. So I feel that the road should be kept on solid roadbed and the shortest route through. I feel that eventually the route will go that way, military road or whatever, and also I think in 50 or 75 years we will be tearing up these highways and putting this land back into cultivation because that's bound to come in time. I thank you.

MR. WILLIAMS: Thank you, Mr. Wellman.

MR. LAMMERT: My name is Albert Lammert and I live on one of the Troy ranches about a mile west of Pleasant Valley and they go right down through there. Last year the survey crew augured holes I'd say for 500 yards up and down where the proposed highway is and they told me that they all went down 18 feet and all they got was blue mud and no solid foundation. Another thing, one of the men from there, I don't know what his name was, and he's supposed to put a 10' x 12', 10 foot high and 12 foot wide stock pass below the house. Then up in the field there is supposed to be a 12' x 16' machinery pass. He also told me that there would be a 3 or 4 foot fill down through that field and they're still going to put me in that type of stock pass. Well, I haven't figured

out yet how they're going to keep the water out of those stock passes and machine passes in the spring of the year, or anytime as far as that is concerned, because the creek goes right down through the bottom of the field. Another thing too, according to where the stakes are now they are about 150' or 200' to the house which sits up on a hill. They're going to take all the land from there clear across to the rocky hillside and there will be nothing left. Now I have my sheep pasture there, and I have my hog pasture on one acre, and according to your survey stakes, why there will be nothing. I can't see why they have to go across there. Nobody can figure it out. I have neighbors around there whose places are not concerned at all, the ranches that I work with. In fact, I had one of them say yesterday, "I can't see why they have to cross the railroad track in about two places in about a 3 or 4 mile distance to build a highway down to practically a swamp." I told him I felt the same way when they've got a good solid roadbed on the left side of the railroad track and they wouldn't have the swamps and they wouldn't have these machinery passes and stock passes to build. I would consider if I were there one stock pass under the highway so I wouldn't have to fool around like I do now, either truck the cattle across the highway or drive across. That's all I have to say.

MR. WILLIAMS: Thank you, sir. Anyone is welcome to the floor.

FRANCES TROY: I wonder how many of you have been over this route outside of on the map and would know the lay of the land out there.

MR. WILLIAMS: I think everyone, I will answer that question, in fact, I spent 21 years in this district because I was one of the engineers that built the road twice on your property down there. I know every foot of that territory. The locating engineers here, of course, have made it and the construction engineer, Mr. Edwards, checks those things very carefully and I think that the Deputy State Highway Engineer has likewise been over it. So the answer is we all have.

FRANCES TROY: All right. Some of the engineers have told us that it was cheaper and a better route to go out through the flats and down that way than where we are. They're going the way they are and we have to suffer for that.

MR. WILLIAMS: I don't believe that is quite germane to this problem but, the record will show at the meetings held here that the Virtue Flat route costs slightly more. To go so far would be 6 miles from Baker and that would do Baker no good. The other route which is tentatively planned skirting the east city limits of Baker is slightly less expensive and will certainly serve the city of Baker much better.

FRANCES TROY: We understood it was less expensive but just leaving it where it is and where they come out there at the scale house, instead of making that dip down this way, why couldn't they have gone right out straight and stayed on the north side back of Pleasant Valley and up over the hills there between Jensen's and Hicks, when they're going down. They'd have a direct route to Baker, and not very many fields to go through and a good roadbed and with the elevation they could soon lower that, they did it at our place when they went through there last time. I can't see any legitimate reason for them going across the track just to get through those two places that we have over

there, and then back out on the north side again. That's only about 2 miles. To put 2 overheads in that 2 miles just to get over there to take that farm ground. You can look on the map and see if they had gone straight from Baker, not dipped down this way, if they'd gone right out straight through, they could have gone right straight through to Durkee without bothering anybody's houses or land at all only just the pasture land.

MR. WILLIAMS: Thank you.

FRANCES TROY: I have a letter here written to Baldock from Bob Steward.

MR. WILLIAMS: Do you wish to enter that in the record?

FRANCES TROY: Yes.

MR. WILLIAMS: Do you wish to read it or do you have a copy that you can present for the record?

FRANCES TROY: This is the only copy we have.

WAYNE TROY: This is dated the 15th of July, 1956. "Mr. Sam Baldock, State Engineer, Salem, Oregon. Dear Mr. Baldock: This is written in behalf of the interests and beliefs of the residents of the Pleasant Valley Area east of Baker on Highway 30. It is understood that there are these three alternate routes which have been surveyed for relocation on Highway 30 through this stretch of country, as follows: South of present highway and parallel to it; north of present highway and parallel to or on the present roadway. Several miles north of the community and known as the extension of the Virtue Flat plan. It is about: #1, the south side survey, that I solicit your personal attention. This survey, as I have seen the stakes, involves the following factors of interest and concern to the layman: (1) The overhead railroad crossings are necessary-expense and safety. (2) It appears that at least 4 underpasses would have to be provided for county roads and private property access purposes. (3) The right of way would consume a strip of fertile valley land running right down the middle of a relatively narrow field. It would run about one and a half miles through the properties of the Troy sisters, Frances and Elizabeth, Pleasant Valley, and the result would be to make the remaining strips of land virtually useless for forage production. (4) The road on this route would skirt the north slope of a high, steep hill for about a quarter of a mile. This would be in a spot where during fall and winter months the sun would set in the middle of the day-frosty spots and a safety factor again. (5) The south survey would make more difficult, if not impracticable, access by the traveling public to the sometimes very essential services of motel and auto, first aid and telephone. These facilities have been a part of this stretch of country for many years and are now ably provided by Mr. and Mrs. Stuart Parlin who operate the Pleasant Valley Motel, Cafe, Post Office, etc. (6) The south survey would take the guts right out of an otherwise charming and productive valley that is now relatively self sufficient. Whatsoever else may be engineeringly wrong with the north side survey route-these points seem factual: (1) The railroad overpasses (2) The underpasses (3) Route goes through grazing land (waste land to many). (4) It does not block out and ruin fertile land which produces the hay to winter the cow that graze the surrounding

hills in the summertime. We know you are personally familiar with the econ cycle up here. (5) Mostly year round sunny exposure. Now, if the south survey route is selected, I shall expect to be deluged with engineering justification. However, from the view of those in Pleasant Valley with whom I have talked and from my own observations-it would seem the most expensive, wasteful of resources, unsafe and unnecessary route. Sorry I don't have the time away from ranching to appear before the commission with this matter. I ask that you bring these problems to the attention of the commissioners and that time will allow full study before final decisions are reached. With best regards, Bob Steward."

MR. WILLIAMS: Thank you, Mr. Troy. That is in the record. Anyone else?

FRANCES TROY: Should we have Mr. Baldock's reply? Would that be interesting?

MR. WILLIAMS: No. That is already a matter of record in our files. However, if the audience would be interested in hearing it we have no objections to your reading it. I want to explain to you what will follow from here. This transcript will be recorded, copies furnished to the three Commissioners of the Oregon State Highway Commission and to the U. S. Bureau of Public Roads. The suggestions you have made will be given consideration. In from probably 30 to 60 days a decision will be made as to whether to consider an alternate routing, whether or not to adopt this routing, or to make some revisions in it, this is a matter beyond my authority to make any comment on today. These hearings are seriously considered by the proper authorities. I don't believe that there is anything more I can add. We appreciate your coming out and expressing your views. That is the American way. Thank you for your attendance. The meeting is adjourned.

The meeting adjourned at 10:10 a. m.

RECEIVED
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FOR FILING

EXON-7(1)EOL
25604

December 4, 1957

Honorable Clinton P. Haight, Jr.
Baker, Oregon

Dear Mr. Haight:

During the recent special session of the Legislature, you contacted Deputy State Highway Engineer Forrest Cooper with respect to the location of the Interstate Highway through the Troy property in the Pleasant Valley-Durkee Section southeasterly from Baker.

For your information, I am attaching a copy of a 1" = 4,000' scale map on which is indicated the proposed relocation in the Pleasant Valley area and on which I have had colored, in red, the property which will need to be acquired from the Troy Ranch. I realize that the construction of this, as well as other units on the interstate system, will cause property damage; however, the standards established for the National System of Defense and Interstate Highways are extremely high, and, in order to meet them, the very highest type of engineering must be applied to the locations.

The Highway Commission is required to adequately compensate for all property taken as right of way, and I am sure that the Troys will be fairly dealt with.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. Forrest Cooper

FC:me fn

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 27, 1957

SUBJECT: Highway Location Through Property
of Troy Sisters

To: Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

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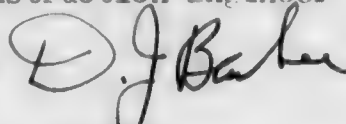
Relative to your letter of November 7, 1957, on the above subject, I am attaching two copies of a map through the Pleasant Valley area showing the right of way required through the Troy property.

That strip southerly from the railroad track located in Section 23, 24, and 25 of Township 10 S, Range 41 East, and in Section 30 of Township 10 S, Range 42 East, runs down Alder Creek and takes out what is the existing cultivated ground.

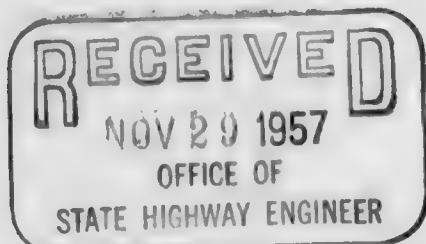
The easterly section in Section 32 and 33 of Township 10 S, Range 42 East, is on the north side of the railroad and is largely through barren country. Every effort has been made on this alignment to do as little damage as possible to the cultivated areas and still to uphold reasonable standards on the interstate route. This valley is extremely narrow in here, with a minimum of tillable ground, and it was realized and every effort made to miss as much of this area as possible.

Tom Edwards
Construction Engineer

By



D. J. Barbee
Ass't Construction Engineer



DJB:jk

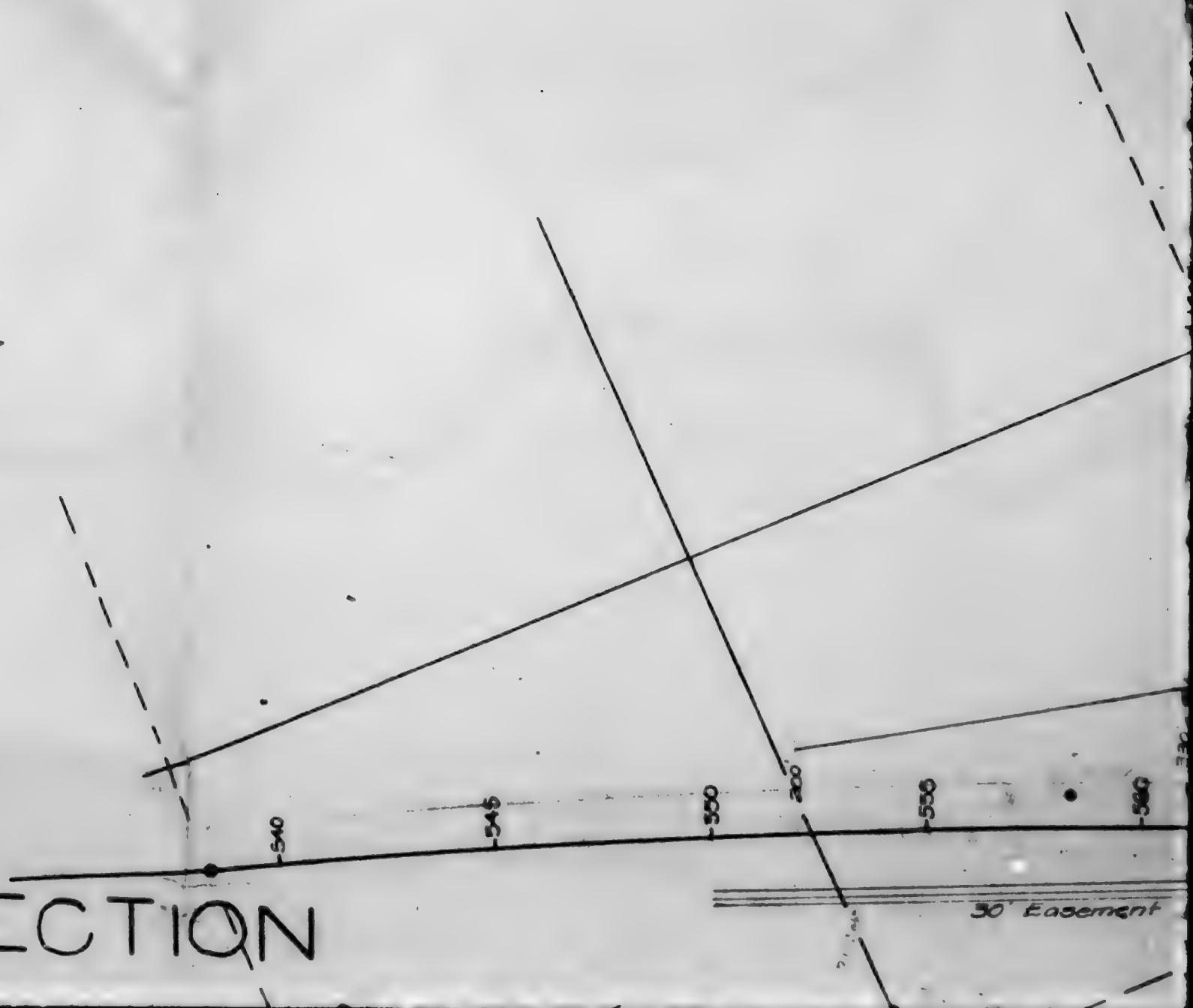
Attachments

OREGON STATE HIGHWAY DEPARTMENT
RECONSTRUCTION M. P. 349.5-3
PLEASANT VALLEY-DURKE
OLD OREGON TRAIL

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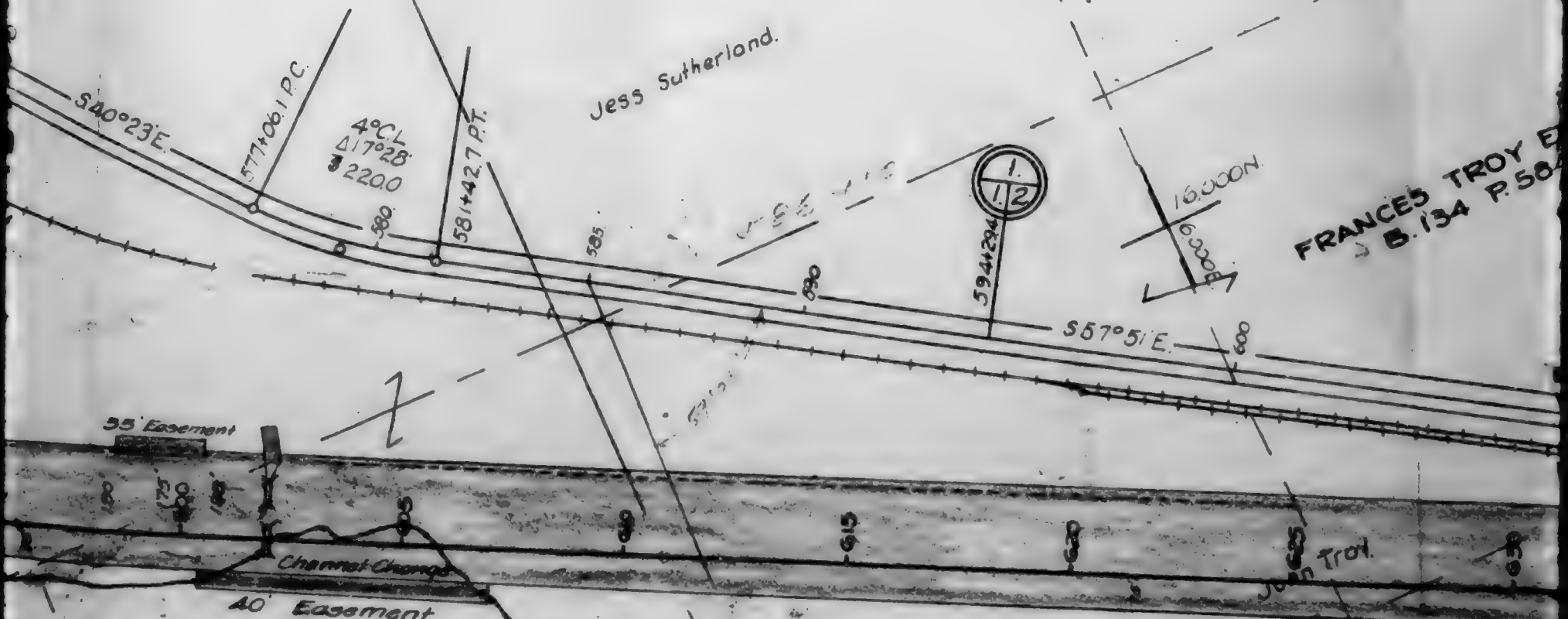
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Walter B. Roberts.

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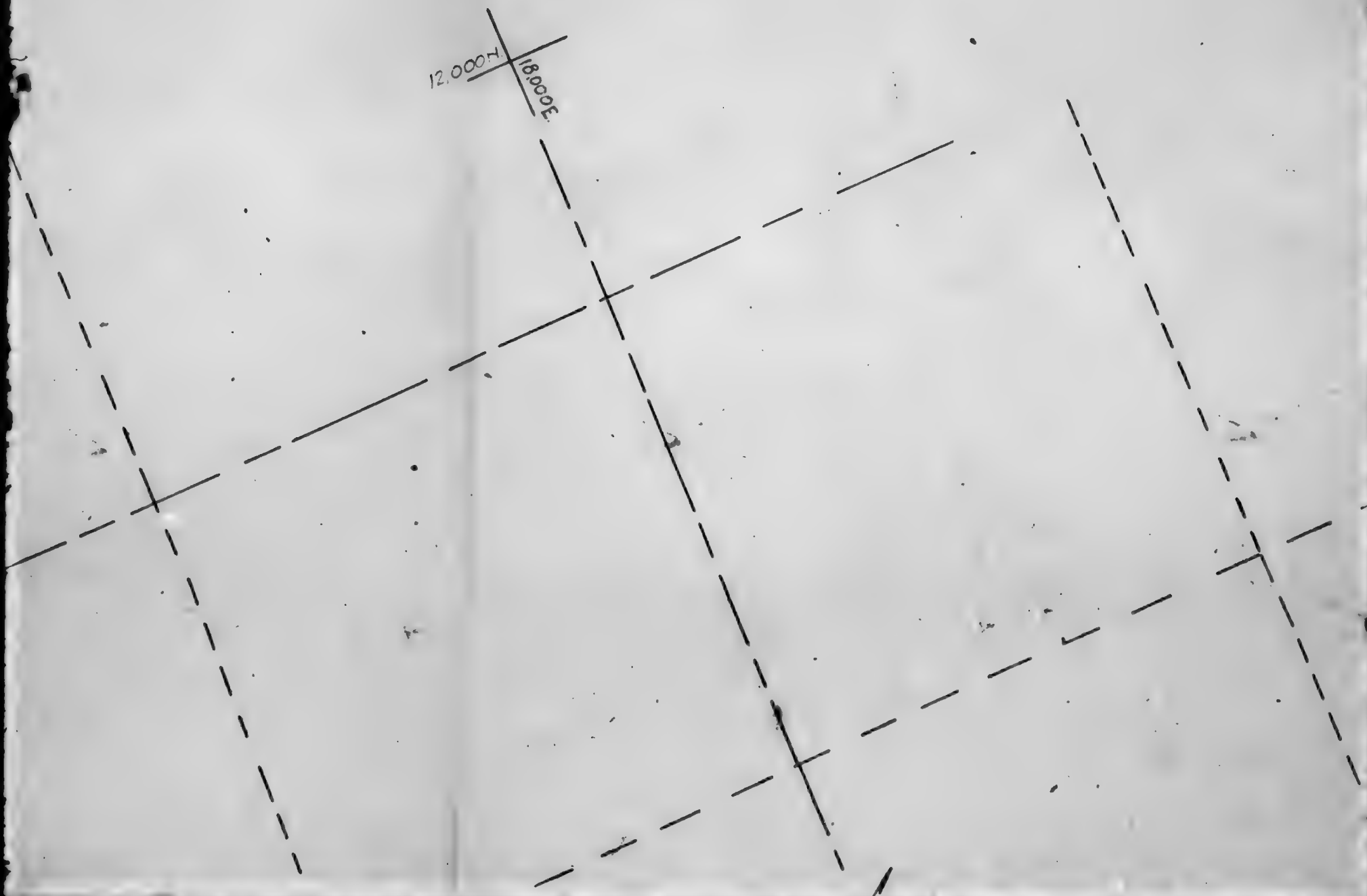
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OREGON STATE HIGHWAY DEPARTMENT
RECONSTRUCTION M.P. 349.5-36
PLEASANT VALLEY-DURKE
OLD OREGON TRAIL
BAKER COUNTY

SCALE 1 INCH = 400 FEET.

BEARINGS TRUE.

NOV. 12, 1929.

H.J. MILLER, LOCATING ENGINEER.

DR'G. No. 1B22-16

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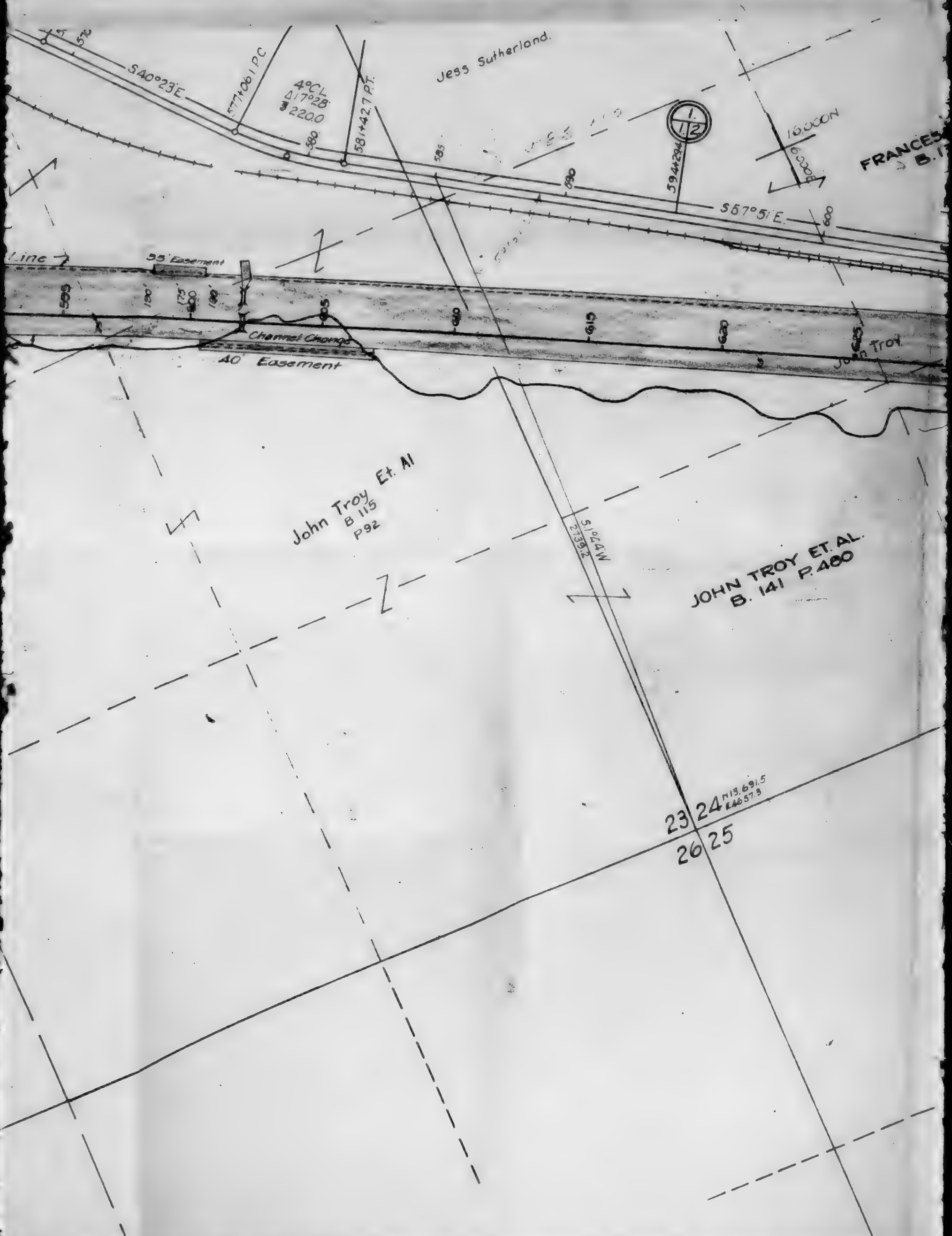
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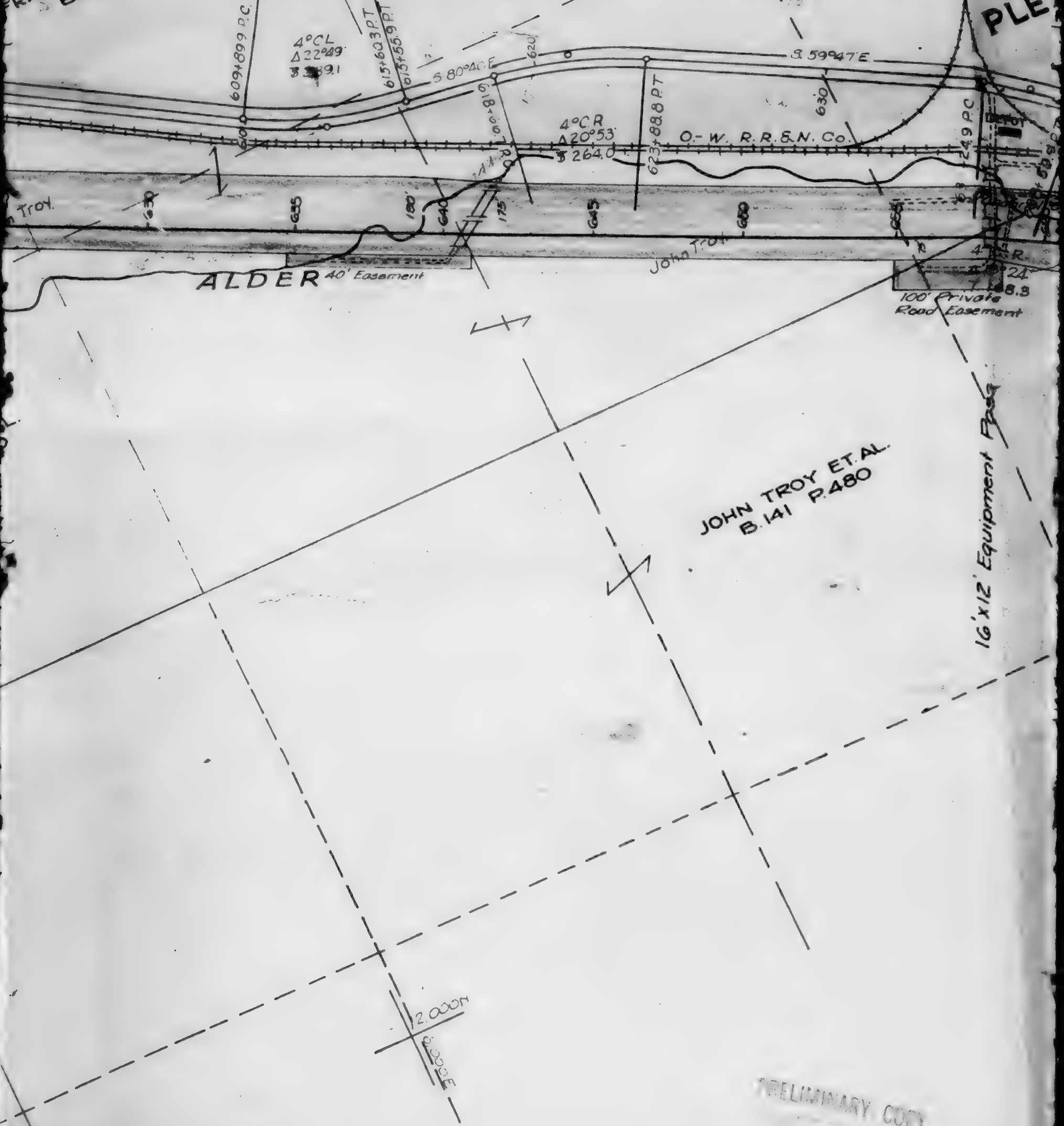
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SUBMITTED



FRANCES TROY ET. AL.
B. 134 P. 584

Walter B. Roberts.

PLE



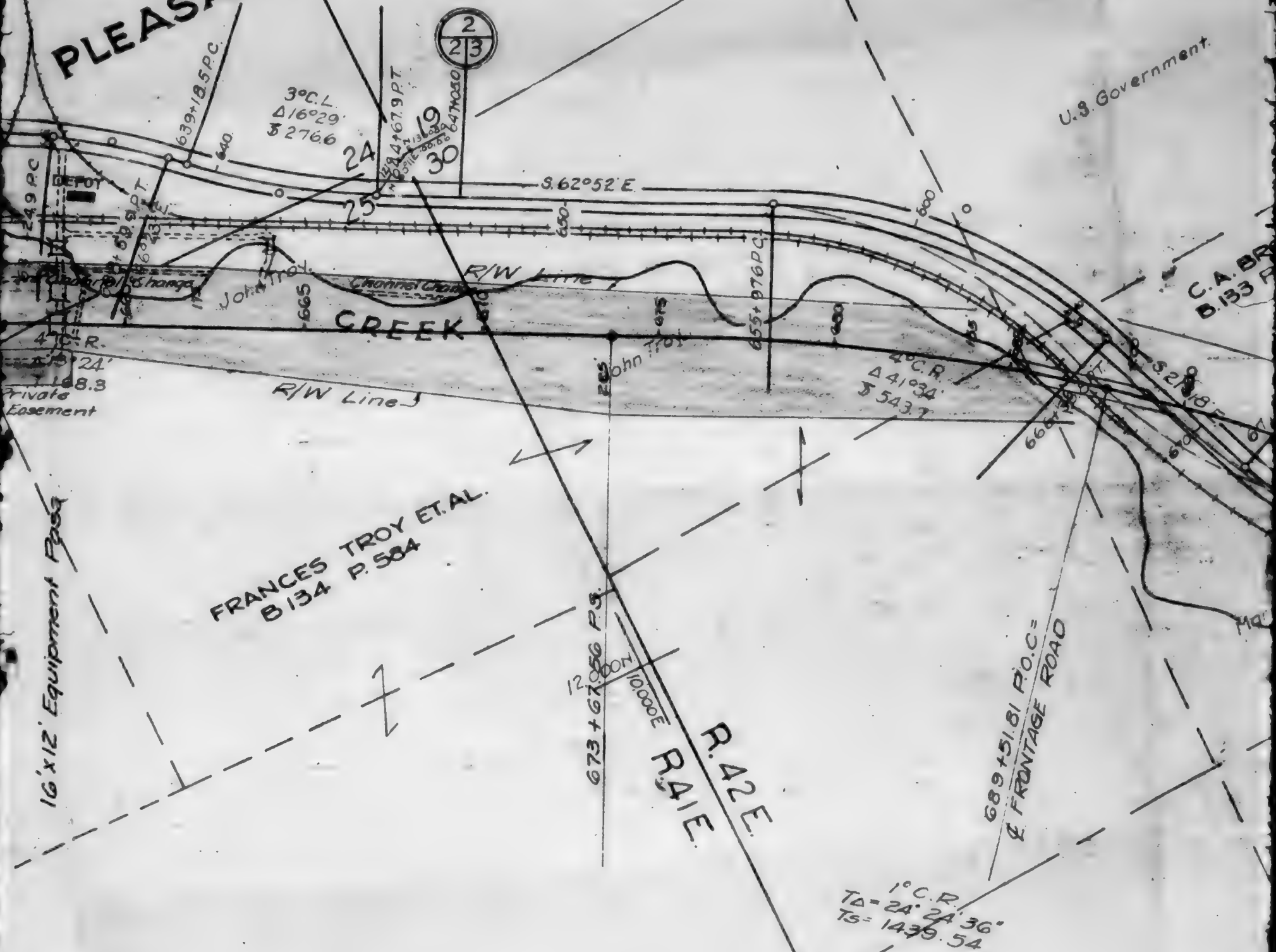
JOHN TROY ET. AL.
B. 141 P. 480

PRELIMINARY COPY

B. Roberts.

PLEASANT VALLEY

U.S. Government.



ment.

U.S. GOVERNMENT

12000N
14000E

C.A. BROWN
B.133 P.194

NORMAN JENSEN ET. UX.
B.135 P.46

702+17.11 P.S.

4° C.L.
TA=15°13'47"
Ts=341.80

706+97.85 P.T.

STATE OF OREGON

723+85.82 P.S.

32

6° C.L.
TA=40°05'
Ts=348.3

33

5° C.L.
TA=57°E
Ts=3215.7

5° C.L.
TA=57°E
Ts=3215.7

5° C.L.
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Ts=3215.7

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TA=57°E
Ts=3215.7

Marion C Hixon.

702+08.56 P.T.

U.S. GOVERNMENT

C.A. BROWN
B.133 P.194

2661922

723 + 85.82 P.S.

2° 30' C.L.
T_A = 16° 19' 44"
T_S = 579.36

735 + 38.98 P.1.

R/W Line 2

stock pile
site

2°C.L.
Δ 9° 22'
Σ 234.7

95 P.F.

N. 6° 30' E. - 291.7

U.S. Government

N. 8613.7
E. 15280.7

Christian and Pearl Jens

PRELIMINARY COPY

8,000.

EN ET. UX.
16

N 66°19' W
5072.6

723+85.82 P.S.

2°30' C.L.
TA=16°19'44"
Ts=579.36

735+38.98 P.T.

R/W Line 7

Stock Pile Site

2° C.L.
Δ 9°22'
S 234.7

737+98.5 P.T.

733+30.2 P.C.

723+01.8 P.C.

724+79.1 P.T.

S 73°45' E

Frontage Road

R/W Line 5

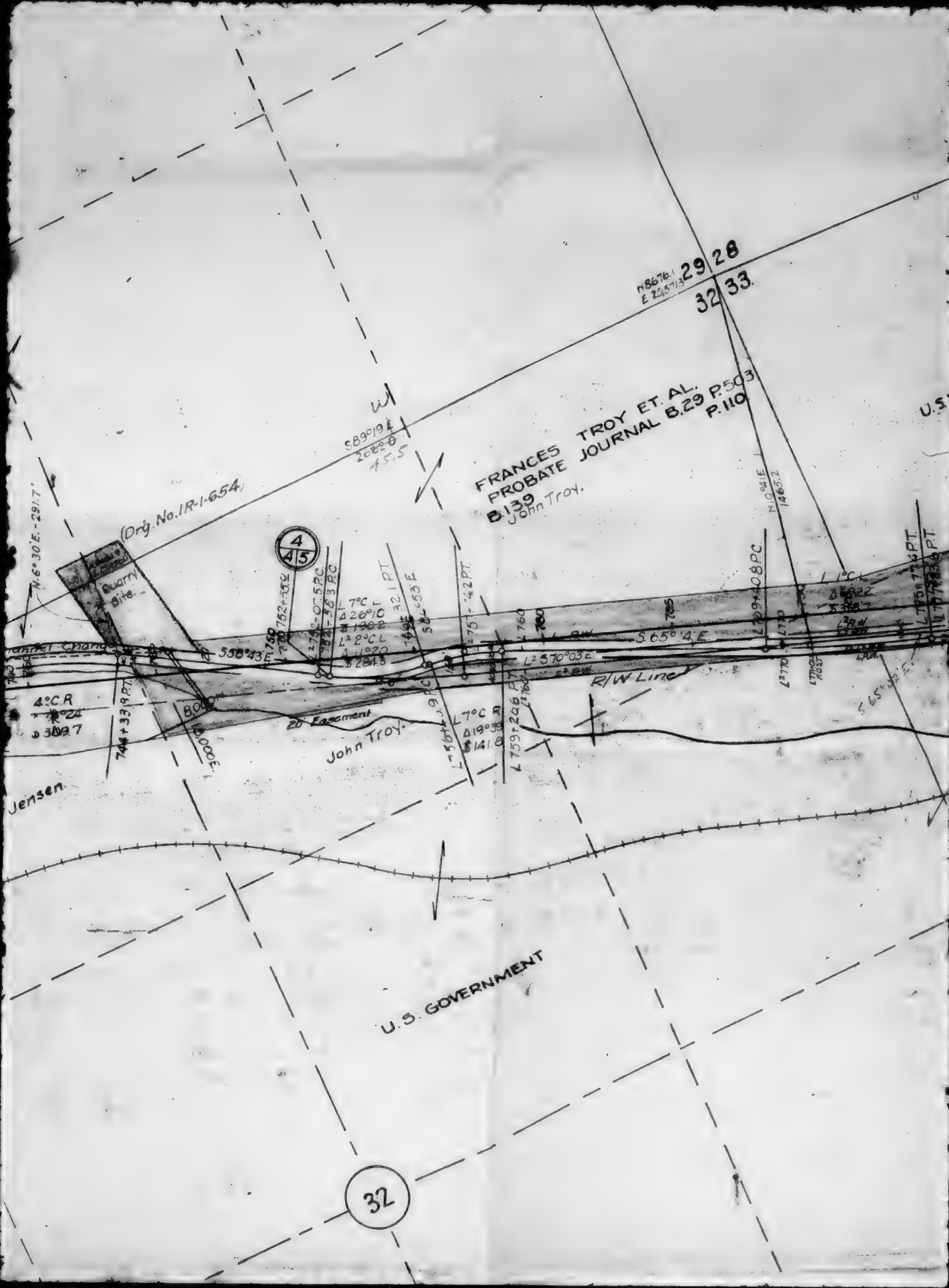
Christian and Pearl Jc

U.S. Government

N 86°13.7
E 15280
30 29
31 32

PRELIMINARY COPY

8.0000
14.0000 E



29 28
32 33
N 86° 16' E 225.713

FRANCES TROY ET. AL.
PROBATE JOURNAL B.29 P.503
P.110
John Troy.

(Orig. No. 1R-1-654)

4
45

4° C R
R-24
309.7

Jensen

John Troy

U.S. GOVERNMENT

32

John Troy.

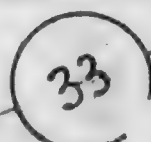
FRANCES M. TROY ET. UX
B. 134 P. 584

U.S. Government.

16' x 13' Equipment Pass

820 + 32.06 RS

8.000N
22.000E



HIND

John Troy

Kitchen

Cr.

22.000E
4.000N



FRANCES TROY ET. AL.
PROBATE JOURNAL B.29
B.139 P.110

ET. UX
 $\phi^{\circ} 30' \text{ C.L.}$
 $\Delta = 2^{\circ} 31' 44''$
 $T_3 = 377.94'$

828+32.06 RS

835+87.84 P.T

N. 5838.9
E 25.8064

N20°07'W
3328

842 67°05'E

847+72.6 PC

L24°CL
 $\Delta 17^{\circ} 27'$
52198
5°CL
 $\Delta 18^{\circ} 09'$
52288
814+33.6 PT
819+91.33 PT

R/W Pine

Frontage Road

1°30'CR
 $\Delta 20^{\circ} 25'$
5687.9

20' Ditch Easement

20' Easement

INDMAN

John Troy

4000N
26000E

33 34
4 3

PALLIMINARY COPY

34

OTTO W. WENDT ET. UX.
B. 155 P. 592

6
67

2°30'CL
Δ 19°47'
S 399.7

859+712

864+051 P.T.

584°11'E

Chas L. Low.

813+562 P.C.

4°CL
Δ 17°48'
S 224.3

818+042 P.T.

CI
N 78°02'E

Ben Cr.

4,000 ft.
30,000

564°24'E

856+938 P.C.

847+726 P.C.

1°CL
Δ 2°41'
S 134.2

850+409 P.T.

Hill Cr.

34

UX.

6
67

2°30'CL
Δ 19°47'
3 399.7

859+712

864+651 P.T.

S84°11'E

CHAS L. LOW.

873+632 P.C.

4°CL
Δ 17°48'
3 224.3

878+042 P.T.

Ben CRIZOR.

4.000H.

30.000E

EQUATION

Stock
Ale.

8°CL
Δ 35°35'
3 229.8

887+038 P.C. H.
888+038 P.C. BK.

891+486 P.T.

Hill
CR.

RECEIVED
NOV 15 1957

FOR FILING

<i>[Signature]</i>
<i>R/W</i>
<i>Old Br. Trail</i>

Salem, Oregon
November 7, 1957

Highway location through
property of Troy sisters

Mr. Tom Edwards
Construction Engineer
Department

Representative Clinton Haight, of Baker County, called me yesterday and said that the Troy sisters, who, as you know, own property between Baker and Huntington adjacent to the Old Oregon Trail, have requested that he get into the act regarding the location through their property. They have, as you know, approached us through other legislators and from other angles.

would you secure for me a map which delineates the re-location through the Troy holdings, also the existing route of the highway, and prepare comments re the location so that we may transmit the map to Mr. Haight for his information. The property is located in the Pleasant Valley area.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. W. C. Williams

I-80N-7(1) Baker-Pleasant Valley Sec. 1960
306 of Old Ore. Tr. Hwy.
#5604 (Grading) Folder #2

RECEIVED
SEP 5 1961

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 31, 1961

I-24-7(1)
5604

To: L. H. Young
Assistant Construction Engr.
Salem, Oregon

SUBJECT: Rock
Pleasant Valley-Hill Creek
Contract # 5769 and 5604-
Federal Tax Lien

OFFICE

On August 14 a conference was held in the Internal Revenue office in Portland with Mr. Drakulich, Jim Bodie who represents Keystone Construction Company, and myself. At that time the Federal tax lien was discussed and no decision was reached.

Subsequent to that time I wrote the Internal Revenue Department informing them that if the tax lien was not dissolved that a complaint would be filed in Federal Court seeking an injunction against them for inforcement of the tax lien.

On August 30 I received a telephone call from the Internal Revenue Agent stating that the matter had been discussed with their regional counselor and that they were withdrawing their lien on the stockpile and that we would be free to use the rock.

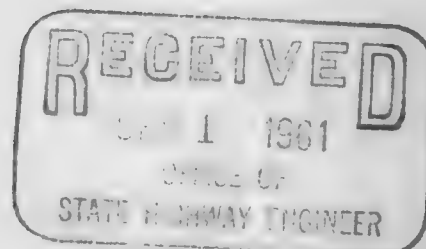
This should terminate this matter.

LEE V. NUTMAN
Staff Attorney

LVN:ab

cc: Forrest Cooper ✓
R. L. Porter
A. F. Parson
L. I. Lindas

NOTED
FORREST COOPER



RECEIVED
AUG 24 1961

FOR FILING

5604

August 23, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Gentlemen:

Attached is a claim letter for filing in the amount of \$163.54 for material furnished to McWaters Construction Company, sub contractor for Keystone Construction Co., Inc. This appears to be in connection with two Keystone Construction Company's contracts, as follows:

✓ Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

Contract No. 5769, for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, Baker County.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon, furnished the performance bonds on both contracts.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARL

[Signature]

RECEIVED
JG 24 1961

COMMISSIONERS
M. FOR FILING
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



Files

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 23, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Gentlemen:

Attached is a claim letter for filing in the amount of \$163.54 for material furnished to McWaters Construction Company, sub contractor for Keystone Construction Co., Inc. This appears to be in connection with two Keystone Construction Company's contracts, as follows:

Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

Contract No. 5769, for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, Baker County.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon, furnished the performance bonds on both contracts.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

File # 3854

FILED
AUG 24 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

CWH:jmc

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMM

RECEIVED
AUG 24 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 24 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 24 1961

FOR FILING

I-80A-24(1)
5604

August 23, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated August 16, 1961, has been received from Beecher-Hope Hardware Company, Baker, Oregon, advising that McWaters Construction Company, sub contractor, owes them for material in the amount of \$163.54. This appears to be in connection with the Keystone Construction Co., Inc. contracts, as follows:

Contract No. 5084, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

Contract No. 5769, for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, Baker County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Cole, Clark & Cunningham
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon
Commissioners Melver and Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD
ll

RECEIVED
AUG 24 1961

FOR FILING

5604

August 23, 1961

Basche-Sage Hardware Company
P. O. Box 151
Baker, Oregon

Attention: Mr. R. J. Sheehy
Credit Manager

Gentlemen:

This is to acknowledge receipt of your claim letter of August 16 in the amount of \$163.54 for material furnished to the McWaters Construction Company, sub contractor for Keystone Construction Co., Inc.

Mr. R. R. Cameron, Resident Engineer, informs us that this is in reference to the Keystone Construction Co., Inc., contracts in Baker County, as follows:

Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

Contract No. 5769, for grading and paving on the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

So there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the meantime this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARD

AC

RECEIVED
JG 23 1961

FOR FILING

IRON-7(1)306
5604

August 22, 1961

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Stephens:

Attached is a claim for filing in the amount of \$4,346.12 for items furnished to Cartwright Construction Company, subcontractor to Keystone Construction Company, Inc.

This appears to be in reference to the Keystone Construction Company, Inc. contract 5604, grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County. The surety on this contract is the American Insurance Company through Cole Clark & Cunningham, Inc. 222 S. W. 4th Avenue, Portland 4, Oregon.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

CWH:mg

NOTED ON CARD

cc

RECEIVED
JUN 21 1961

FOR COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



File

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 22, 1961

FLOYD QUERY, SECRETARY SALEM
5604

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Stephens:

Attached is a claim for filing in the amount of \$4,346.12 for items furnished to Cartwright Construction Company, subcontractor to Keystone Construction Company, Inc.

This appears to be in reference to the Keystone Construction Company, Inc. contract 5604, grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County. The surety on this contract is the American Insurance Company through Cole Clark & Cunningham, Inc. 222 S. W. 4th Avenue, Portland 4, Oregon.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

File # 3855
FILED
AUG 23 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 23 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 23 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JUG 23 1961

FOR FILING

I-80N-7(1) 306
5604

August 22, 1961

Basche-Sage Hardware Company
P. O. Box 151
Baker, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter of August 11, 1961 in the amount of \$4,346.12 for items furnished to Cartwright Construction Company, subcontractor to Keystone Construction Company, Inc.

This appears to be in connection with the Keystone Construction Company, Inc. contract 5604, grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway in Baker County.

So that there be no misinterpretation of the law we are forwarding this claim to the Secretary of State for filing.

In the interim this information will be noted in our records, and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:mg

NOTED ON CARL

dc

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 18, 1961

SUBJECT: Claim for Unpaid Bills
Baker-Pleasant Valley Section
Contract No. 5604

To:

Mr. Floyd Query
Secretary
OFFICE

VOTED
FLOYD QUERY

*See, please handle
76*

Attached, for your information, is a letter from the Basche-Sage Hardware Company in Baker, Oregon, which indicates that a claim is made for items purchased on this project by the contractor or his subcontractor.

Tom Edwards
Construction Engineer

By

C. H. Baker

C. H. Baker
Ass't. Field Construction Engineer

CHB:fp

Enc.

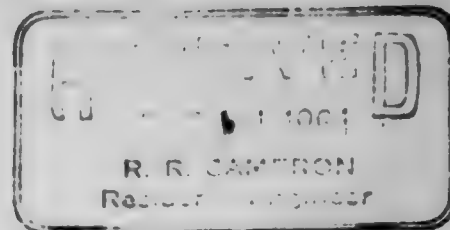
3,747.38
598.74
4,346.12

AUTOMOTIVE • FARM • HOUSE • WARE • PLUMBING • SPORTING • GOODS • HEAVY & SHELL HARDWARE

ESTABLISHED 1901

BASCHE-SAGE

Hardware Company



POST OFFICE BOX 151 • PHONE JA 3 3636 • BAKER, OREGON

August 11, 1961

Oregon State Highway
2695 Church
Baker, Oregon

Attention: R.R. Cameron

Gentlemen:

At this time we would like to file a claim against the Bonding Company for the Keystone Construction Company who are obligated for a bill incurred by the Cartwright Construction Company, one of their sub-contractors. The Keystone Construction Company advised me in a letter dated April 18, signed by Mr. Otis VanBlaricon that they were obligated for all bills incurred by the Cartwright Construction Company since September 12, 1960. From September 12, 1960 through April 1961, ~~this~~ amount totals \$3,747.38.

There is also a discrepancy since Mr. J.L. Cartwright advised me that items purchased after August 1, 1960, should be included in this amount. The purchases from August 1, through September 10 amount to \$598.74. This amount would be in excess of the previous amount of \$3,747.38. The items purchased in all of the above indebtedness were used on the Highway Interstate 80 project just East of Baker.

Very truly yours,

BASCHE SAGE HARDWARE CO.

R. J. Shuehy
R. J. Shuehy

Credit Manager

/em

cc to John Horton

RECEIVED
JG 23 1961

FOR FILING

I-80N-7(1) POL
5604

August 22, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter dated August 11, 1961 has been received from Baiche-Lage Hardware Company, Baker, Oregon, advising that Castwright Construction Company, subcontractor, owes them for items in the amount of 14,246.12.

This appears to be in connection with the Keystone Construction Company, Inc. contract 9604, grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

CWH:mg

cc: Cole Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Company, Inc.
635 N. Main Street
Prineville, Oregon

NOTED ON CARD

dc

Commissioners
W. C. Williams
Forrest Cooper

RECEIVED
AUG 23 1961

FOR FILING

I-80N-7(1)312
5404

August 22, 1961

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Enclosed is a copy of voucher covering the period 7-5-61 to 8-5-61 on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Contract No. 5604, Keystone Construction Co. Inc., Contractors, as you previously requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

CWT:bb

RECEIVED
AUG 28 1961

FOR FILING

I-304-7(1)306
5604

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 21, 1961

To:

Mr. Floyd Query
Secretary
Salem

SUBJECT: Claim for Unpaid Bills
Baker-Pleasant Valley &
Pleasant Valley-Hill Creek Sections
Contracts 5604 & 5769
 ↑ ↑

Herewith claim by Basche-Sage Hardware Company against McWaters Construction Company, subcontractor on subject projects.

Also enclosed is Mr. Camerons letter of transmittal.

A. F. Parson
A. F. Parson
Division Engineer

AFP:gb

cc - R. R. Cameron

Cec,
If Secty of state will
accept the claim for
filing please do so,
plus usual letter. 76

RECEIVED
AUG 22 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

JG 28 1961

FORM K-30 ROM 3-61 34297

FOR FILING

1-11-70
5604

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon

August 19, 1961

NOTED
C. D. CANNON

To:

Mr. A. F. Parson
Division Engineer

La Grande, Oregon

SUBJECT: Baker-Pleasant Valley &
Pleasant Valley-Hill Creek Sections
Contracts 5604 & 5769
Claim for Unpaid Bills

Herewith is a letter from the Basche-Sage Hardware Co. regarding bills incurred by Mr. Stanley Reffett for material furnished by Basche-Sage for highway construction.

Mr. Reffett was an employee of McWater Construction Company, subcontractor for Keystone Construction Co. on both the Baker Pleasant Valley and the Pleasant Valley Hill Creek Sections.

The Hardware Co. is making a claim against the bonding company of the McWaters Construction Co. for the unpaid bills.



R. R. Cameron
Resident Engineer

RECEIVED
AUG 21 1961
DIVISION OFFICE
LA GRANDE

RECEIVED
AUG 21 1961

FOR FILING

ISON-7(1)
5604

August 18, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated August 18, 1961, that the claim of Jack's Tire Service, Enterprise, in the amount of \$9,030.72 plus interest at 6% per annum from June 15, 1961, until paid, against Keystone Construction Co., Inc., on our Contract No. 5604, has been filed in his office, his File No. 3851.

Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CC:
Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

fp

NOTED ON CARD

[Signature]

RECEIVED
AUG 21 1961

FOR FILING

I-80N-7(1)306
5604

August 17, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing from Jack Kreizenbeck dba Jack's Tire Service. Enterprise, in the amount of \$9,030.72 plus interest at 6% per annum from June 15, 1961, until paid, for truck tires furnished to Keystone Construction Co., Inc.

This appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of the claim on the enclosed copy of this letter.

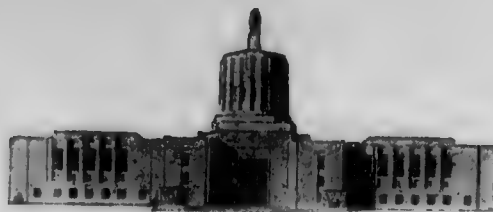
Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

fp

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 17, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing from Jack Kreizenbeck dba Jack's Tire Service, Enterprise, in the amount of \$9,030.72 plus interest at 6% per annum from June 15, 1961, until paid, for truck tires furnished to Keystone Construction Co., Inc.

This appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

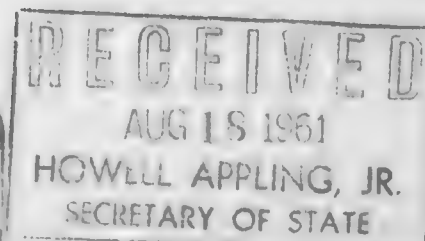
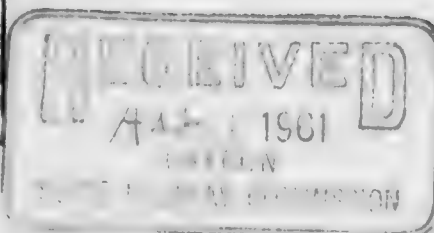
Please acknowledge receipt of the claim on the enclosed copy of this letter.

Very truly yours,


Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

File #3851



RECEIVED
AUG 21 1961

FOR FILING

I-80N-7(1) 506
5604

August 17, 1961

Mr. Robert V. Chrisman
Attorney at Law
Chrisman Office Building
Enterprise, Oregon

Dear Sir:

This will acknowledge receipt of your letter of August 15 and the attached claim of your client, Jack's Tire Service, in the amount of \$9,030.72 plus interest, for truck tires furnished to Keystone Construction Co., Inc., in connection with State Highway Contract No. 5604.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. We will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARD

dc

ROBERT V. CHRISMAN
ATTORNEY AND COUNSELOR AT LAW
CHRISMAN OFFICE BUILDING
ENTERPRISE, OREGON
TELEPHONE 503

August 15, 1961

Hon. Floyd Query, Auditor
Oregon State Highway Commission
State Highway Department
State of Oregon
Salem, Oregon

Re: State highway Contract #5604
with Keystone Construction Co.,
Inc., for grading Baker-Pleasant
Valley section of Old Oregon Trail
Highway, Baker County.

Dear Mr. Query:

Enclosed herewith please find Notice of Claim of Jack
Kreizenbeck, dba Jack's Tire Service, Enterprise, Oregon,
against Keystone Construction Co., Inc., in the amount of
\$9,030.72 with interest at 6% per annum from June 15, 1961,
until paid, pursuant to O.R.S. 279.528.

I am sending copy of the notice of claim to the American
Insurance Company.

Thanking you, I am

Cordially yours,



Robert V. Chrisman

RVC:sc

cc: American Insurance Company
1220 S. W. Columbia Street
Portland 1, Oregon



NOTICE OF CLAIM

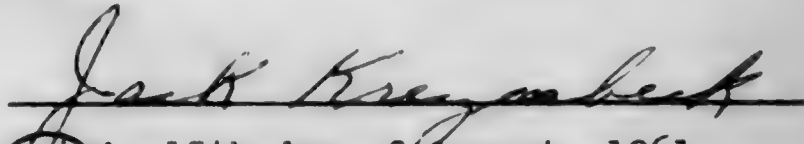
TO: OREGON STATE HIGHWAY COMMISSION - Attention: Hon. Floyd Query,
Auditor of Oregon State Highway Commission:

Re: Keystone Construction Co., Inc.
State Highway Contract #5,604
Baker-Pleasant Valley Section of
Old Oregon Trail Highway in Baker
County.

NOTICE HEREBY IS GIVEN That the undersigned, Jack Kreizenbeck doing business as a sole trader under the firm name and style of JACK'S TIRE SERVICE, Enterprise, Oregon, has a claim for truck tires sold and delivered to Keystone Construction Co. in the sum of \$9,030.72, together with interest thereon at the rate of six per cent per annum from 15 June 1961, until paid, against the bond taken from the said Keystone Construction Co., Inc. and The American Insurance Company, a corporation, surety upon the performance bond of said Keystone Construction Co., Inc., which said truck tires were furnished for and in connection with State Highway Contract #5604 with said Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the old Oregon Trail Highway in Baker County, Oregon.

Said truck tires were sold and furnished said Keystone Construction Co., Inc., between the 25th day of May, 1961 and the 15th day of June, 1961, both dates inclusive, at the special instance and request of A. J. Chinn, a duly authorized agent and employee of said Keystone Construction Co., Inc. and the agreed purchase price of said truck tires was and is the said sum of \$9,030.72, no part of which has been paid to the undersigned claimant.

IN WITNESS WHEREOF I have hereunto set my hand at Enterprise, Oregon, this 15th day of August, 1961.



Subscribed and sworn to before me this 15th day of August, 1961.


Notary Public for Oregon

My commission expires: March 15, 1963.

RECEIVED
AUG 18 1961

FOR FILING

I-8011-7(1)306
5604

August 17, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

We have received notification from the Secretary of State, dated August 16, 1961, that the claim of G-K Machinery Company, Boise, Idaho. in the amount of \$5,121.57 against Keystone Construction Co., Inc., on our Contracts Nos. 5604 and 5769, has now been filed in his office, his File No. 3847.

A description of the claim was outlined in our letter to you of August 15, 1961.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

fp

NOTED ON CARL

[Signature]

RECEIVED
JUL 24 1961

FOR FILING



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

August 16, 1961

Files

HOWELL APPLING, JR.
SECRETARY OF STATE

5604

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Robert V. Chrisman, Attorney and Counselor at Law, Chrisman Office Building, Enterprise, Oregon and filed as of this date, a notice of claim by Jack Kreizenbeck, dba Jack's Tire Service, Enterprise, Oregon against Keystone Construction Co., Inc., principal and The American Insurance Company, surety, in the amount of \$9,030.72 with interest at 6% per annum from June 15, 1961 until paid. State Highway Contract No. 5604.

We are enclosing three copies of the claim for your information and files. *File #3850*

Kindly acknowledge receipt of the copies on the enclosed photo copy.

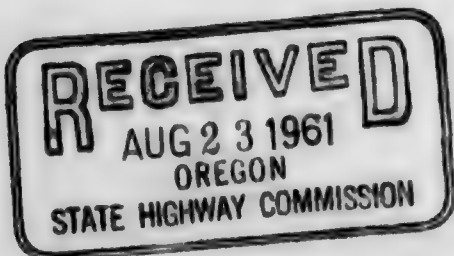
Sincerely,

HOWELL APPLING, JR.
Secretary of State
By

Public Records Section

GS:FK
Enc.

*This claim is a duplicate
same as Sec. of State
File #3851.*



NOTICE OF CLAIM

TO: STATE OF OREGON, Acting by and through the Oregon State
Highway Commission - Attention: Honorable Howell Appling, Jr.:

Re: Keystone Construction Co., Inc.
State Highway Contract #5604
Baker-Pleasant Valley section of
Old Oregon Trail Highway in
Baker County.

NOTICE IS HEREBY GIVEN That the undersigned, Jack Kreizenbeck, doing business as a sole trader under the firm name and style of JACK'S TIRE SERVICE, Enterprise, Oregon, has a claim for truck tires sold and delivered to Keystone Construction Co. in the sum of \$9,030.72, together with interest thereon at the rate of six per cent per annum from June 15, 1961, until paid, against the bond taken from the said Keystone Construction Co., Inc., and The American Insurance Company, a corporation, surety upon the performance bond of said Keystone Construction Co., Inc., which said truck tires were furnished for and in connection with State Highway Contract #5604 with said Keystone Construction Co., Inc. for grading the Baker-Pleasant Valley section of the Old Oregon Trail Highway in Baker County, Oregon.

Said truck tires were sold and furnished said Keystone Construction Co., Inc. between the 25th day of May, 1961, and the 15th day of June, 1961, both dates inclusive, at the special instance and request of A. J. Chinn, a duly authorized agent and employee of said Keystone Construction Co., Inc. and the agreed purchase price of said truck tires was and is the said sum of \$9,030.72, no part of which has been paid to the undersigned claimant.

IN WITNESS WHEREOF I have hereunto set my hand at Enterprise, Oregon, this 15th day of August, 1961.

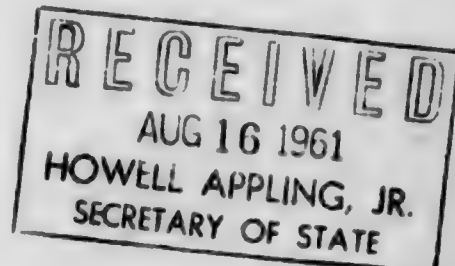
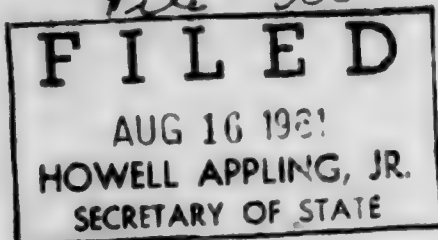


and sworn to before me this 15th day of August, 1961.

Jack Kreizenbeck
Robert V. Chinn
Notary Public for Oregon

Commission expires: March 15, 1963.

File # 3850



AUTOMOTIVE • FARM • HOUSEWARE • PLUMBING • SPORTING GOODS • HEAVY & SHELF HARDWARE

RECEIVED
JG 23 1961

FOR

BASCHE-SAGE

Hardware Company

5604

Box 151 • PHONE JA 3 3636 • BAKER, OREGON

August 16, 1961

Oregon State Highway Department
2695 Church St.
Baker, Oregon

Attention: R. R. Cameron

#5604
#5769

Gentlemen:

At this time I would like to file a claim against the Bonding Company for McWaters Construction Company. The McWaters Construction Company built the fences on the Interstate Highway East of Baker. Mr. Stanley Reffett who was a sub-contractor under McWaters owes us \$163.54 for material furnished on this Highway project.

Very truly yours,

BASCHE SAGE HARDWARE CO.

R. J. Sheehy
R. J. Sheehy

Credit Manager

/em

RECEIVED
JG 16 1961
FOR FILING

J Cook

5604

August 15, 1961

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt
Manager

Gentlemen:

This will acknowledge your claim letter of August 9 stating that Keystone Construction Co. owe you in the amount of \$5,121.57 for parts, supplies and rentals furnished on State Highway Contracts 5604 and 5769 with Keystone Construction Co.

So that there will be no misinterpretation of the law, we are forwarding this claim letter to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

dc

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 15, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated August 9, 1961, in the amount of \$5,121.57, from G-K Machinery Company, Boise, Idaho, for parts, supplies and rentals furnished to Keystone Construction Co.

This appears to be in connection with the following State Highway Contracts with Keystone Construction Co.:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

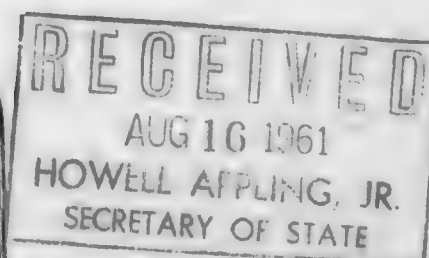
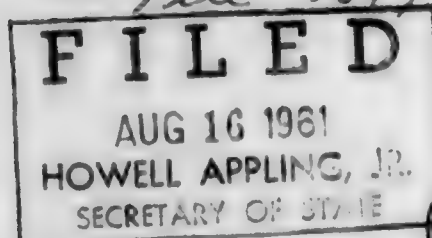
Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

Enc. *File #3847*



August 15, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated August 9, 1961, in the amount of \$5,121.57, from G-K Machinery Company, Boise, Idaho, for parts, supplies and rentals furnished to Keystone Construction Co.

This appears to be in connection with the following State Highway Contracts with Keystone Construction Co.:

✓ No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim letter on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

August 15, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated August 9, 1961, has been received from G-K Machinery Company, Boise, Idaho, stating that Keystone Construction Co. owe them in the amount of \$5,121.57 for parts, supplies, and rentals. This appears to be in connection with the following State Highway Contracts with Keystone Construction Co.:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

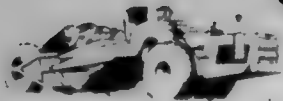
Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

CWH:fp

AFFILIATED WITH *Rocky Mountain* MACHINERY CO.



G-K Machinery Company

5200 FEDERAL WAY • P. O. Box 2604 • BOISE, IDAHO

Phone 4-5593

August 9, 1961

Secretary of State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query

Gentlemen:

Notice is hereby given that the undersigned, G-K Machinery Company, 5200 Federal Way, P. O. Box 2604, Boise, Idaho, has a claim for parts, supplies, and rentals furnished to the Keystone Construction Company of Prineville, Oregon, in the amount of \$5,121.57.

This is against the bond taken from the American Insurance Company through their agent, Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon. They were furnished on contract 5604 for grading the Baker-Pleasant Valley section of the old Oregon Trail highway, and contract 5769 for grading and paving the Pleasant Valley-Hill Creek section of the old Oregon Trail highway.

Yours very truly,

G-K MACHINERY COMPANY

K. L. Pratt,
Manager

rlp/mg

cc: American Insurance Company

CERTIFIED MAIL



RECEIVED
AUG 10 1961

FOR FILING

5604

August 9, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter dated August 7 has been received from Robert V. Chrisman, attorney, advising that Keystone Construction Co., Inc., owe his client, Jack's Tire Service, Enterprise, in the amount of \$9,030.72.

This appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

NOTED ON CARD

cc

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
AUG 10 1961

FOR FILING

5604

August 9, 1961

Mr. Robert V. Chrisman
Attorney at Law
Chrisman Office Building
Enterprise, Oregon

Dear Mr. Chrisman:

This is to acknowledge your letter of August 7 informing us that Keystone Construction Co., Inc., owe your client, Jack's Tire Service, in the amount of \$9,030.72 as of June 30, 1961. From the description in your letter this appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

This project was approximately 97 percent complete as of August 4, 1961. The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond, which, as you know, is given to assure completion of the contract and payment of all bills incurred in it.

The State Highway Commission does not appear to be in arrears in payments to Keystone Construction Co., Inc. Our Auditor informs us that Estimate #15 was mailed June 21, Estimate #15A on June 26, and Estimate #16 on August 2. These payments were made payable to the contractor but were mailed to the surety in order to control disbursement of funds.

If your client wishes to protect the claim under the bond it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. You are no doubt familiar with the filing procedure. However, for your ready reference we are attaching excerpts from the Oregon Laws outlining the filing of claims. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

NOTED ON CARD

cc

Enc.

Secretary
OREGON STATE HIGHWAY COMMISSION

ROBERT V. CHRISMAN
ATTORNEY AND COUNSELOR AT LAW
CHRISMAN OFFICE BUILDING
ENTERPRISE, OREGON
TELEPHONE 503

August 7, 1961

Contract Division
Oregon State Highway Commission
Salem, Oregon

#5604

Re: Keystone Construction Co. -
Highway 30 construction - East of
Baker - Pleasant Valley

Gentlemen:

Keystone Construction Company of Prineville, Oregon, owes Jack's Tire Service of Enterprise, Oregon, the sum of \$9,030.72 as of June 30, 1961.

They claim the reason for non-payment of the account is that the Oregon State Highway Commission is in arrears of payments to them. Please advise if this is correct.

Also please advise whether or not Keystone Construction Co. has given a bond for the payment of this and similar debts - this being for tires used in the construction job, and if so, the name of the bonding company. ✓

Please call me collect, Enterprise 503, and give me this information. ✓

Kindly thanking you for this and your past favors, I am

Cordially yours,

Robert V. Chrisman
Robert V. Chrisman

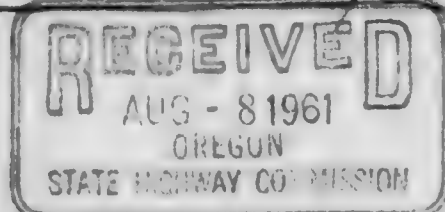
RVC:sc

(Vouch.) Est. #15. \$64,671.00
(14505) Mailed June 21

(Vouch.) Est. #15a. \$34,004.99
(14831) Mailed June 26

(Vouch.) Est. #16. \$36,874.57
(14672) Mailed Aug 2

Acceptance acknowledged
76



RECEIVED
AUG 3 1961

FOR FILING

5604

August 2, 1961

American Insurance Company
McLaughlin Building
220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Baker-Pleasant Valley
Contract No. 5604

Your company is the surety on a performance bond for
Keystone Construction Company in the above-mentioned contract.

We have been advised by our division office in La Grande
that the Internal Revenue Service has filed a tax lien and posted signs
on the rock stockpiles for the construction of the above-mentioned con-
tract. These signs, over the name of R. E. Batley, Director of In-
ternal Revenue, contain warnings regarding the taking of materials
from the stockpiles. The State Highway Department has made ad-
vances on the stockpile material in the amount of \$9,661.50.

This matter is being called to your attention so that you
may take whatever action is necessary to protect your interests.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

*LVN:CWH:jmc

cc: American Insurance Company
Cole, Clark & Cunningham
222 S. W. 4th Avenue
Portland, Oregon

Keystone Construction Company
P. O. Box 55
Prineville, Oregon

Tom Edwards -- Attn: L. H. Young
A. F. Parson
L. I. Lindas -- Attn: Leo Nuttman

NOTED ON CARD

cc

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 1, 1961

SUBJECT: Baker-Pleasant Valley
Contract #5604 and
Pleasant Valley-Hill Creek
Contract #5769

To: Mr. L. I. Lindas
Chief Counsel
OFFICE

We have been advised by the Division Office that the Federal Government has filed a tax lien and posted the rock stockpile for the construction of the two subject-named contracts. This rock was produced by the Cartwright Construction Company under a subcontract with the Keystone Construction Company who are the prime contractors. The July estimate shows that approximately the following amounts were in stockpile and advances were made to the contractor under this estimate as indicated.

Contract #5604, Baker-Pleasant Valley

718	Rk. Oil Aggregates	@ \$2.25	910 Cu. Yd.	\$2,047.50
719	Crs. Mat'l in Base	@ 1.80	3,260 Cu. Yd.	5,868.00
720	3/4"-0 Cr. Mat'l in Base	@ 1.80	970 Cu. Yd.	1,746.00
				<u>\$9,661.50</u>

Contract #5769, Pleasant Valley-Hill Creek

704	Oiling Aggregate	@ \$2.03	2,910 Cu. Yd.	\$ 5,707.30
709	3/4"-0 Material	@ 1.12	6,600 Ton	7,392.00
715	A.C. Aggregates	@ 2.08	18,000 Cu. Yd.	36,540.00
716	1 1/2"-0 Material	@ 0.95	92,000 Ton	87,400.00
				<u>\$137,239.30</u>
				\$146,900.80

It is possible that some rock has been utilized in the work since the July estimate. However, I have shown in the above tabulation the advance we made per ton or cubic yard on the material.

Signs have been placed on the stockpiles by the Internal Revenue Service, with warnings regarding the taking of materials from these piles and signed by R. E. Betley, Director of Internal Revenue,

Mr. L. I. Lindas

-2-

August 1, 1961

On the face of things, it would appear that the State has an interest in this material having made these advances on the same.

The foregoing information has been furnished you for such action as you deem appropriate.

I also wish to call to your attention that there have been signs that the Keystone Construction Company is in financial trouble and it might be well to notify their bonding company of this circumstance.

Tom Edwards
Construction Engineer

By

L. H. Young
Ass't. Construction Engineer

LHY:fp

cc Forrest Cooper
R. L. Porter
A. F. Parson

RECEIVED
JUL 10 1961

FOR FILING

5604

July 5, 1961

American Insurance Company
McLaughlin Bldg.
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter dated July 1, 1961, has been received from Roy & Owen's Tire Service, Baker, advising that Keystone Construction Co., Inc., owe them \$1,056.72 for tire repairs, etc.; also that Cartwright Construction Co., subcontractor to Keystone, owe them \$2,396.85. From the description in their letter, this appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

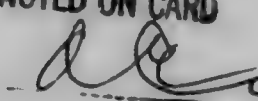
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD



RECEIVED
JUL 10 1961

FOR FILING

5604

July 5, 1961

Roy & Owen's Tire Service
10th & Church St.
Baker, Oregon

Attention: Mr. Owen Bleakman

Gentlemen:

This is to acknowledge your letter of July 1 stating that Keystone Construction Co., Inc., owe you \$1,056.72 for tire repairs, etc. in connection with their Pleasant Valley Job. You also state that Cartwright Construction Co., subcontractor to Keystone, owe you \$2,396.85. From the description in your letter this appears to be in connection with State Highway Contract #5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Our Construction Division has informed us that this project was approximately 97 percent complete as of June 23. The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S.W. 4th Ave., Portland 4, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

If you wish to protect your claim under the bond it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

NOTED ON CARD

dc

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp



ROY CROCKETT

OWEN BLEAKMAN

ROY & OWEN'S TIRE SERVICE

10th & Church St.
BAKER, OREGON

FOR **SAFE** HUMAN MILEAGE

July 1, 1961

Mr. Floyd Query-Secretary
State Highway Department
Salem, Oregon

Dear Sir:

Keystone Construction Co. of Prineville, Ore. on the Pleasant Valley job has been charging tire repairs, etc. since December of 1960. They paid their bill of \$72.39 for Dec. but have not paid on the bill incurred this year which now totals \$1056.72.

We have sent them statement after statement and called them by telephone, but have not received a payment from them. We would like to know the correct procedure for filing against their estimate.

Also against Cartwright Construction Co. of Durkee, who have been crushing rock for Keystone. Their bill totals \$2396.85.

Very truly yours,

Owen Bleakman

ROY & OWEN'S TIRE SERVICE

Acc, please reply

76



NOTED
W. HEAD

#5604

completed as
of 6/3/61

RECEIVED
JUL 3 1961

FOR FILING
FORM 100-100-00 20110

I - 5604 - 711
5604

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 29, 1961

SUBJECT:

File No. 28052-Briske
Baker-Pleasant Valley Sec.
Old Oregon Trail Highway
Baker County

To:

Mr. A. F. Person
Division Engineer
State Highway Department
La Grande, Oregon

The proposal of Mr. Briske to use the box culvert at Station 532 on the Baker-Pleasant Valley Section is approved subject to the following conditions:

1. That the work be done entirely at the expense of Mr. Briske and that the work conform to our standards for fence construction.
2. That the State assume no responsibility for the operation of the box culvert as a stock pass.
3. That Mr. Briske agree to reconstruct the fence at the original location within one month after he decides to no longer use this box as a stock pass.

Please obtain a letter from Mr. Briske agreeing to these conditions.

Tom Edwards
Construction Engineer

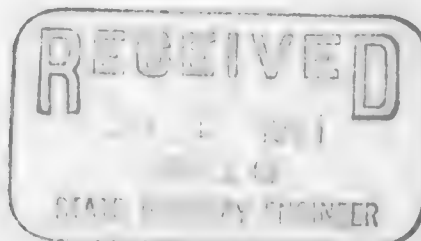
By

C. H. Baker

Asst. Field Construction Engineer

CHB:jw

cc C. G. Polk
Forrest Cooper
W. T. Wright



RECEIVED
JG 1 1961

File

FOR FILING

CONTRACTOR: Keystone Construction Co. Inc., P. O. Box 55, Prineville, Oregon

Contract #5604 - Claims:

- 6/23/60 - Notation from Lee Gatlin re phone conversation with Roy Carpenter of US National Bank, Redmond, re info on procedure in making assignment of payments to Bank.
- 6/24/60 - Ackn. receipt of phone conversation with requested info and necessary forms.
- 9/19/60 - Letter from Rudolph's Saw & Knife Shop re claim of \$30.25 for saw filing.
- 9/21/60 - Ackn. receipt of above letter with requested info. Surety notified. cc to contractor.
- 11/30/60 - Letter from Norris Paint & Varnish Co. Inc. re claim plus interest of \$193.75 for supplies.
- 12/1/60 - Ackn. receipt of above letter. Surety notified. cc to contractor.
- 12/1/60 - Sec. of State notified of claim with copy.
- 11/30/60 - Letter from Superior Redi-Mix, Inc., re claim of \$2,815.38 for materials furnished.
- 12/2/60 - Surety notified of claim, but need info from claimant re which contract to apply claim. cc to contractor.
- 12/2/60 - Ackn. to Superior Redi-Mix, Inc., requesting info on what contract the claim applies.
- 12/6/60 - Letter from Superior Redi-Mix, Inc., with requested info.
- 12/8/60 - Ackn. receipt of above letter. Surety notified.
- 11/30/60 - Letter from Norris Paint & Varnish Co. Inc., re claim of \$193.75 for supplies.
- 12/1/60 - Letter to Sec. of State with claim for filing.
- 12/5/60 - Letter from Sec. of State re filing claim of Norris Paints for \$193.75.
- 12/8/60 - Surety notified.
- 12/8/60 - Letter from Norris Paints stating claim paid in full (\$193.75).
- 12/13/60 - Ackn. receipt of above letter. Surety notified. cc to contractor.
- 12/12/60 - Letter from Superior Redi-Mix, Inc., re partial pmt. of bill. Balance of \$4,074.50.
- 12/14/60 - Ackn. receipt of above letter. Surety notified. cc to contractor.
- 2/14/61 - Claim letter from G-K Mach. Co. materials-rentals in amt. of \$4,184.01.
- 2/17/61 - Ackn. receipt of above letter. Surety notified. cc to contractor. Claim sent to Sec. of State for filing.
- 2/17/61 - Letter from Sec. of State re filing G-K Mach. Co. claim.
- 2/24/61 - Surety notified.
- 3/7/61 - Letter from Basche-Sage Hdw. Co. (Baker) to Mr. Cameron (Res. Eng.) re claim against Cartwright Const. Co. (subcon.) for purchases in amt. of \$4,272.34.
- 3/20/61 - Letter from Rulien (Field Eng.) re above claim + claim for \$875.46 against Keystone Const. Co.
- 3/21/61 - Ackn. receipt of Basche-Sage Hdw. Co. letter. Surety notified. cc to contractor.
- 3/8/61 - Letter from Ben Barber to R. R. Cameron (Res. Eng.) re balance of claim in amt. of \$875.46 against Keystone Const. Co.
- 3/21/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.
- 6/9/61 - Letter from Jackson & Johnson (Attys.) for Timms Machine Shop re claims against Keystone Const. Co. for \$1,706.13 + \$980.07 against Cartwright Const. Co. (subcon. (Contract #5769 may be involved).
- 6/14/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.
- 6/15/61 - Surety letter re releasing pmt. of \$34,004.99 on or after 6/22/61.
- 6/20/61 - Letter from surety requesting holding up pmt. of \$34,004.99. John Herr (Accy) notified.
- 6/22/61 - Letter from surety re pmt. of retainage pmt. and other monies be made payable to contractor, but mailed to surety in order to control disbursement of funds.

CONTRACTOR: Keystone Const. Co. Inc., (Cont.)

Contract #5604 - Claims (Cont.)

- 6/23/61 - Ackn. receipt of above letter. cc to contractor with copy of surety's letter enclosed.
- 6/22/61 - Broderick & Bascom Rope Co. letter re amt. due of \$777.00 for wire rope furnished.
- 6/26/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.
- 7/1/61 - Letter from Roy & Owen's Tire Service re bill against contractor for \$1,056.72 (tire repairs) + bill against Cartwright Const. Co. (subcon.) for bill of \$2,396.85 (tire repairs).
- 7/5/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.

RECEIVED
JUN 28 1961

FOR FILING

5604

June 26, 1961

Broderick & Bascom Rope Company
4203 Union Boulevard
St. Louis 15, Missouri

Gentlemen:

This is to acknowledge receipt of your letter of June 22 stating that Keystone Construction Company owe you \$777.00 for merchandise furnished on their Pleasant Valley job. This appears to be in connection with the Keystone Construction Company, Inc. Contract 5604, Grading Baker-Pleasant Valley Section on the Old Oregon Trail Highway in Baker County. Our Construction Division has informed us that this project is approximately 96% completed.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S.W. 4th Avenue, Portland 4, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. The State does not make payment of claims but looks to the prime contractor and surety for such payment. If you wish to protect your claim under the bond the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission.

Attached are excerpts from the Oregon laws outlining the filing procedure. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

dc

By:
C. W. Head, Assistant Secretary

Att:

CHH:ej

June 26, 1961

The American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter dated June 22 has been received from Broderick and Boston Rope Company, 4203 Union Boulevard, St. Louis 15, Missouri, advising that Keystone Construction Company, Inc., owe them \$777.00 for merchandise furnished on the Pleasant Valley job. This appears to be in connection with Keystone Construction Company, Inc. Contract 3406, Grading Baker-Pleasant Valley section on the Old Oregon Trail Highway in Baker County.

To provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

W
C. E. Reed, Assistant Secretary

CHM:J

cc: Cole, Clark and Cunningham, Inc.
Keystone Construction Company, Inc.

M. K. McIver
Glenn L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD

sc

BRODERICK & BASCOM ROPE CO.



Manufacturers of
WIRE ROPE

GENERAL OFFICES
4203 UNION BOULEVARD

ST. LOUIS 15, MO.

June 22, 1961

BRANCHES

NEW YORK	SEATTLE
CHICAGO	PORTLAND
HOUSTON	LOS ANGELES
NEW ORLEANS	SAN FRANCISCO
PEORIA	ATLANTA

CABLE ADDRESS
"BRODERICK"

EVERGREEN 5-3900

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Subject: Keystone Construction Co.
Prineville, Oregon

Gentlemen:

In November 1960, we sold wire rope to the Keystone Construction Company in the amount of \$777.00 to be used on the Pleasant Valley job of the Old Oregon Trail Highway. *5604
299.26%

We have attached copies of our invoice covering this merchandise which as of this date has not been paid. It is our understanding that this is a bonded job and if not paid by the subject company, it will be turned over to the bonding company for payment. ✓

We were advised to write you first so that this would be on record. If there is anything further we have to do regarding this matter, we would appreciate hearing from you as soon as possible. We will, of course, appreciate any help you can give us concerning this matter. ✓

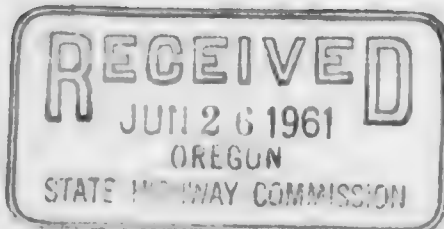
Sincerely yours,

R. T. McCarthy

R. T. McCarthy
Assistant Treasurer

RTM:ca

Enclosure



NOTED
R. HEAD



BRODERICK & BASCOM ROPE CO.

Manufacturers of
WIRE ROPE

GENERAL OFFICES
4203 UNION BOULEVARD
ST. LOUIS 15, MO.

TERMS:

1/2% 10 days, 30 days net; discount allowed on invoices dated from the 1st to the 15th of the month if paid on the 25th of the same month, and on invoices dated from the 16th to the last day of the month if paid on the 10th of the following month.

CUSTOMER'S NO.
AND DATE

2375 10/31/60

SOLD
TO

KEYSTONE CONSTRUCTION CO.
BOX 55
PRINEVILLE, OREGON

SHIP
TO

KEYSTONE CONSTRUCTION CO.
PLEASANT VALLEY
BAKER, OREGON

ROUTE

CONSOLIDATED PPD

WT. 1870

6044

ORIGINAL INVOICE

INVOICE DATE 11-3-60

SHIPMENT NO.

DATE ENTERED 10-31-60

F.O.B.

PREPAID OR COL. PPD

TERR. NO. & CODE 41

SHIPPED FROM PORTLAND

BRANCH NO. P-7078

ORDERED	SHIPPED	SIZE	CONST.	DESCRIPTION	PRICE	TOTAL
		LAY	CENTER			
		6 rls 9/16"	6x25	F.W. YELLOW STRAND	.259	
		500 ft. REG	IWRC	30-849 3000 ft.		777.00

NO ROPES GUARANTEED AS TO SERVICE

WE HEREBY CERTIFY THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7, AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF.

RECEIVED
JUN 28 1961

FOR FILING

I - S - 11-11-61
6-4-61

June 26, 1961

Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of June 22 whereby you authorize the State of Oregon to mail your retainage check in the amount of \$34,004.99 direct to The American Insurance Company, 1220 S. W. Columbia Street, Portland, Oregon.

Our Accounting Division informed us that this retainage check is to be placed in the mail today.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

cc: The American Insurance Company

CWH:rj



GENERAL CONTRACTORS
June 22, 1961

State of Oregon
State Highway Department
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

RE: Contract 5604
Contract Payment Voucher #15A
Retainage: \$34,004.99

6/26/61
To be mailed today
Says John Herr.
c.H.

Gentlemen:

I, Ron Hudspeth secretary, treasurer of Keystone Construction Company, Inc., hereby authorize the State of Oregon to mail the above mentioned voucher check in the amount of \$34,004.99 direct to American Insurance Company, 1220 S. W. Columbia St., Portland, Oregon, attention Mr. E. Curtin.

You will receive a letter from Mr. E. Curtin releasing the above mentioned check, which he had ordered held in his letter of June 20, 1961.

Yours truly,
Keystone Construction Co., Inc.

By 
Secy, Treas.

RH/ovb



RECEIVED
JUN 29 1961

FOR FILING

JUN 29 1961
5604

June 23, 1961

The American Insurance Company
1220 S. W. Columbia Street
Portland 1, Oregon

Attention: Mr. E. Curtin, Claims Supervisor

Dear Mr. Curtin:

This is to acknowledge receipt of your letter of June 22 concerning present and future payments on the Keystone Construction Company, Inc. Contract 5604, Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

The plan which is outlined in your letter and agreed upon by Mr. Ron Hudapeth, Secretary of the Keystone Construction Company, Inc., is satisfactory with this Department. *checked with E. V. Miller*

The retainage, in the amount of \$34,004.99, and all future payments pertaining to this contract will be made payable to the Keystone Construction Company, Inc., and will be mailed to The American Insurance Company, 1220 S. W. Columbia Street, Portland 1, Oregon.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. H. Head, Assistant Secretary

CWH:rj

cc: C. H. Nelson
Keystone Construction Company, Inc.

NOTED ON CARD

de

*Spot photocopy of Surety letter
to Highway Department.*

1846 THE American Insurance Group

EDWARD W. RAMSDEN
BRANCH MANAGER

PORTLAND BRANCH OFFICE
1220 S. W. COLUMBIA STREET
PORTLAND 1, OREGON

TELEPHONE
CAPITOL 6-3761

June 22, 1961

State of Oregon
State Highway Department
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Re: Contract #5604
Keystone Const. Co.

Gentlemen:

Following his receipt of the copy of our letter of June 20 to you, Mr. Ron Hudspeth of Keystone Construction Company, telephoned our office. He advised that he had planned on using the \$34,004.99 retainage check, along with approximately \$6,000 secured elsewhere, to pay off his creditors in the Baker area for he felt that they were at a point where they might attempt to tie up his equipment which would have the effect of not permitting him to complete the job. He requested that this money be released under a plan by which our Company, as Surety, would have control. However, we proposed an alternate plan and this was acceptable to Mr. Hudspeth. The plan is as follows.

We request the retainage check be issued payable to the Keystone Construction Company and be mailed to The American Insurance Company, 1220 S. W. Columbia St., Portland 1, Oregon. This check will be then taken by the Company to the Keystone Construction Company offices in Prineville where it will be deposited in the bank account of the Keystone Construction Company in the presence of a representative of The American Insurance Company. Checks will then be written by the Keystone Construction Company on an agreed pro rata basis in favor of creditors deemed by Mr. Hudspeth and the representative of The American Insurance Company as most worth of payment.

We request that the Department expedite issuing the check in the manner mentioned above so that the monies may be disbursed without further delay.

We also request that from this point on, all monies due the Keystone Construction Company from the Highway Department or Highway Commission,

AMERICAN AUTOMOBILE
INSURANCE COMPANY
SAINT LOUIS

THE AMERICAN
INSURANCE COMPANY
NEWARK

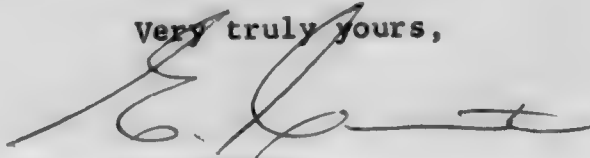
ASSOCIATED INDEMNITY
CORPORATION
SAN FRANCISCO

- 2 -

whether retainage payment, estimate payments or otherwise, be made payable to the Keystone Construction Company and mailed to The American Insurance Company. This is, of course, for the obvious reason that control over the disbursement of these monies be maintained by The American Insurance Company.

We wish to thank you for your cooperation with us.

Very truly yours,



E. CURTIN
Claim Supervisor

EC:EV



RECEIVED
JUN 21 1961

FOR FILING

5604

Salem, Oregon
June 20, 1961

Withholding of retained
percentage on Contract 5604

C. H. Maison
Auditor

Attention: Mr. John Herr

Today a Mr. Ed Curtin, representing the surety on Contract 5604, awarded to Keystone Construction Company Inc., requested that a retained percentage payment scheduled to be released on or after June 22 be held up in this office until we hear further from the surety.

Will you please withhold the payment.

Floyd Query, Secretary

FQ:jmc

1846
THE American Insurance Group

EDWARD W. RAMSDEN
BRANCH MANAGER

PORTLAND BRANCH OFFICE
1220 S. W. COLUMBIA STREET
PORTLAND 1, OREGON

TELEPHONE
CAPITOL 6-3761

June 20, 1961

CERTIFIED

State of Oregon
State Highway Department
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

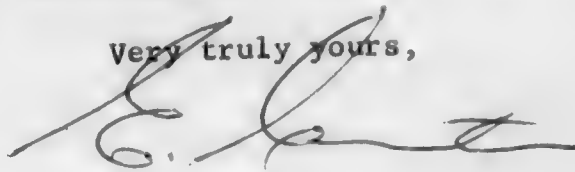
Re: Contract #5604
Keystone Const. Co.

Gentlemen:

We acknowledge your letter of June 15, 1961 and confirm our phone conversation of June 20, 1961 with Mr. Query. In the latter, a general discussion of the claims against the Keystone Construction Company was held and we informed Mr. Query of the possibility we would request the Commission not to release the \$34,004.99 retainage referred to in his letter of June 15, 1961.

After confirming that the claims of various suppliers mentioned in previous letters from you still exist, we request the State Highway Commission not to make this retainage payment at this time, nor at any future time without first notifying this Company.

Very truly yours,



E. CURTIN
Claim Supervisor

EC:EV

CC: Cole, Clark & Cunningham, Inc.
CC: Keystone Const. Co. Inc.

6-20 asked John Hester to hold up payment -
Confirmed by letter

NOTED ON CARD



AMERICAN AUTOMOBILE
INSURANCE COMPANY
SAINT LOUIS

THE AMERICAN
INSURANCE COMPANY
NEWARK

ASSOCIATED INDEMNITY
CORPORATION
SAN FRANCISCO

RECEIVED
JUN 21 1961

FOR FILING

5654

June 20, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Enclina Overcrossing
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

Dear Sir:

We have had considerable discussion concerning the placement of a pole carrying your communication lines in the median between the northbound and southbound lanes at the Enclina Overcrossing. The original instructions were that the pole should be removed and both roadways of the highway be crossed in a single span. I now have permission to leave this pole in place and to construct a substantial fence around the pole so that access from the highway is completely denied. We will proceed with the installation of this fence at State expense.

It must be clearly understood that access to the pole must be from your right of way and in no case from the highway.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Ransom
Assistant State Highway Engineer

GSP:ao

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant
Mr. Tom Edwards
Mr. A. F. Parson

RECEIVED
JUN 20 1961

FOR FILING

5604

Salem, Oregon
June 19, 1961

Mr. Leo V. Nuttman

Lammert Claim
R/W File 28055 - Lammert (Troy)
Baker-Pleasant Valley

I have discussed this matter with Mr. L. H. Young
of the Construction Division, and you have approval to pro-
ceed with the settlement on Items 2 and 4 of Mr. Lammert's
claim.

G. S. Paxson
Assistant State Highway Engineer

GSP:ao

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

June 15, 1961
Salem, Oregon

SUBJECT: Lammert Claim
R/W File 28055 - Lammert (Troy)
Baker-Pleasant Valley

To: Mr. A. F. Parson
Division Engineer
P. O. Box 908
LaGrande, Oregon

Mr. W. C. Williams
State Highway Engineer

OFFICE
Attention: G. S. Paxson.

Mr. R. R. Cameron
Resident Engineer
2695 Church Street
Baker, Oregon

I have been handed the above-mentioned file by Mr. Leonard Lindas for settlement.

Mr. Lammert, a lessee of the land taken in this file, has made claim for eight items of damages.

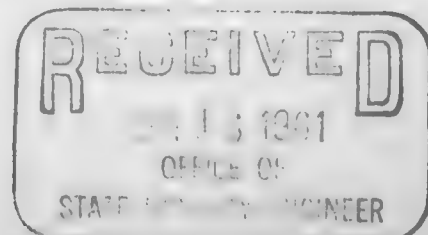
Mr. Parson has recommended that items 2, 3 and 4 be allowed to Mr. Lammert.

I have talked this matter over with Mr. Mansfield who was the attorney in the condemnation action in this file. He states that items 2 and 4 should be the only ones allowed. Mr. L. H. Young has referred this problem to Mr. Lindas stating that this should be a purely legal matter.

Before this matter is presented to the Commission for settlement on items 2 and 4, I would like to have your approval for settlement of items 2 and 4 only.

LEO V. NUTTMAN
Staff Attorney

LVN:dc



RECEIVED
JUN 19 1961

FOR FILING

I-807-7(1)306
5604

June 19, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

Dear Sir:

This will acknowledge receipt of your letter of June 14, advising of damage to your communication lines at M.P. 356.2 near Pleasant Valley on June 2, 1961.

In the repair of any damage, will you please keep your accounts separate from other charges so that proper handling of the billing can be done.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

OSP:mas

cc to: Mr. W. C. Williams
Mr. Tom Edwards
Mr. A. F. Parson

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

JUNE 14, 1961

(Ref. File - D 315 - 2 - 83)

U. S. Certified Mail

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Assistant State Highway Engineer

Dear Sir:

Baker - Pleasant Valley Section,
Old Oregon Trail Highway

This is to advise that damage was sustained to the Railroad's communication lines at Mile Post 356.2 near Pleasant Valley at approximately 10:00 A.M., JUNE 2, 1961, due to blasting operations of Keystone Construction Company, Inc., on the captioned project.

We expect to present a bill for the damage when the costs have been determined.

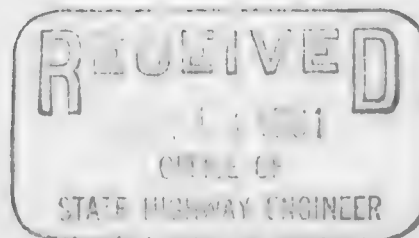
Will you please acknowledge receipt of this letter?

Yours very truly,

G. H. Baker
G. H. Baker,
Superintendent

cc:
Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

Cole, Clark & Cunningham, Inc.
222 S. W. Fourth Avenue
Portland 4, Oregon



(See: Mr. D. F. Wengert - Portland
Mr. R. B. Kester - Portland
Mr. R. M. Brown - Portland
Mr. O. J. Wullstein - Omaha
Mr. A. O. Mercer - Omaha
Mr. G. R. Van Eaton - Omaha
District Claim Agent - Portland
Mr. H. M. Robertson - Portland
Mr. C. F. White, TEA - Albina)

6/14/61

RECEIVED
JUN 15 1961

FOR FILING

I-80N-7(1) 306
5604

June 15, 1961

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Keystone Const. Co. Inc., a portion of the funds heretofore retained by the Commission on contract #5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County.

This payment, in the amount of \$34,004.99, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$43,995.79. The present payment will be released on or after June 22, 1961.

You have been previously notified that claims have been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Cole, Clark & Cunningham, Inc.,
222 SW 4th Avenue
Portland 4, Oregon

cc: Keystone Const. Co. Inc.,
P. O. Box 55
Prineville
Oregon

RECEIVED
JUN 15 1961

FOR FILING

I-80N-7(1) 6
1614

June 14, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter, dated June 9, 1961, has been received from Jackson & Johnson, attorneys in Baker, on behalf of Timms Machine Shop, advising that Keystone Construction Co., Inc. owe them \$1,706.13 for work done in their machine shop; also that an amount of \$980.07 is due them from Cartwright Construction Co., subcontractor to Keystone Construction Co., Inc.

This letter does not give a description of the contract or the contract number. Our records indicate that Keystone Construction Co., Inc. have two contracts in Baker County, as follows:

Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

We have asked the attorneys for Timms Machine Shop to inform us which contract is involved. As soon as we receive this information we will give you the contract number.

We provide this information as your company appears as surety on the performance bond furnished with these contracts.

Very truly yours,

NOTED ON CARD

sc

CC:
Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Secretary
OREGON STATE HIGHWAY COMMISSION

Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon
CWH:fp

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

RECEIVED
JUN 14 1961

FOR FILING

I-80 N-7(1) - 6
5614

June 14, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County
Contract No. 5604

Dear Sir:

In the rearrangement of wire-line facilities at the Engine Overcrossing on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, a pole was placed in the median at the south end of the structure. This pole is within the access-control limits for the project, and under rules governing interstate-highway construction, cannot be allowed.

I attach hereto two prints from a sketch entitled "Baker-Pleasant Valley Section, Old Oregon Trail Highway", dated May 1961, on which I have shown in red the removal of the pole and the carrying of wire-line facilities in a single span across both roadways of the freeway. I understand this has been discussed with your personnel, and that it is estimated the cost of the revision would be approximately \$1,750.

This will authorize the revision at State expense, and it is requested that you proceed at your earliest convenience with the arrangement as shown.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

WPC:cc

cc to: Mr. W. C. Williams, Mr. Tom Edwards, Mr. A. F. Parson

RECEIVED
JUN 15 1961

FOR FILING

I-88N-7(1)306
5604

June 14, 1961

Jackson & Johnson
Attorneys at Law
P.O. Box 851
Baker, Oregon

Attention: Mr. H. B. Johnson

Gentlemen:

This is to acknowledge receipt of your letter of June 9, on behalf of Timms Machine Shop, stating that Keystone Construction Co., Inc., owe them \$1,706.13 for work done at their machine shop. You also advise that \$980.07 is due them from Cartwright Construction Company, subcontractor.

Our records indicate that Keystone Construction Co., Inc., has two contracts in Baker County, as follows:

Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway. This project was approximately 96% complete as of June 2.

Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway. This job was approximately 61% complete as of June 2.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond on both of these contracts. This bond, as you know, is given to assure completion of the contract and payment of all bills incurred in it. If your client wishes to protect the claims under the bond, they should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

Will you please advise us which contract is involved?

You are no doubt familiar with the procedure for the filing of claims. However, for your ready reference we are attaching excerpts from the Oregon Laws outlining such filing. In the meantime this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

NOTED ON CARD

dc

Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
JUN 19 1961

FOR FILING OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1961

SUBJECT: Haul Road Over U.P.R.R.
Baker-Pleasant Valley Section
Contracts 5868 and 5604

To:

Mr. G. S. Faxson
Assistant State Highway Engineer
P F I C E

Attached is a copy of an agreement between Keystone Construction Company, contractor for the grading of the above-named section, and Frank G. Baulne, contractor for the paving, concerning the use of a haul road and grade crossing of the Union Pacific Railroad at Pleasant Valley. This copy is for your files.

Tom Edwards
Construction Engineer

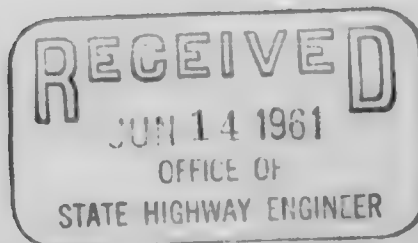
By

C. H. Baker

C. H. Baker
Ass't. Field Construction Engineer

CHB:fp

Enc.



RAILROAD CROSSING AND HAUL ROAD JOINT USE AGREEMENT

The following agreement dated June 1, 1961 concerns the Railroad Crossing and Haul Road near Station 658, Baker-Pleasant Valley Section, Baker County, Oregon, as same is presently being used by Keystone Construction Co., Inc. The following provisions shall be understood to apply if and when Frank G. Maulne, Inc. receives permission from the Highway Department and the Union Pacific Railroad Co. to use the Crossing and Haul Road.

1. Frank G. Maulne, Inc. is to obliterate haul road and rebuild highway shoulders from the Hixon County Road to the new road bed at Station 658, and to replace the Railroad R/W fencing from the Hixon County Road to the crossing, as necessary. Keystone Construction Co., Inc. is to furnish Frank G. Maulne, Inc. with salvaged fencing materials for the above work.

2. Frank G. Maulne, Inc. is to construct Type I R/W fencing left of Station 658 where haul road crosses the Right of Way line. This fencing is to be constructed under terms of Contract # 5268.

3. When both contractors are using the Railroad Crossing at the same time, each shall pay half of the cost of the railroad protective services. Either one, when operating alone, shall pay the full cost of the railroad protective services. The Railroad protective services shall be billed to Keystone Construction Co., Inc. until Keystone has finished using the railroad crossing; and, during this period Frank G. Maulne, Inc. shall reimburse Keystone for their share of the Railroad protective services. At such time as Keystone Construction Co., Inc. completes its work and has no further use for the Railroad crossing, the cost of the Railroad protective services shall be billed to Frank G. Maulne, Inc.

4. It shall be understood that loaded vehicles shall have the right of way at all times.

Keystone Construction Co., Inc.

by *John L. Cameron*

Frank G. Maulne, Inc.

by *Ronald E. Luskman*

Witnessed by

R.R. Cameron
R.R. Cameron
Resident Engineer

RECEIVED
JUN 14 1961

FOR FILING

I-80N-7(1) 306
5604

Salem, Oregon
June 13, 1961

Reduction of retained
percentage

Mr. C. H. Nelson
Auditor
OFFICE

This is to authorize the reduction of the retained percentage to 3% of contract amount on Contract 5604, Baker-Pleasant Valley Section in Baker County, by approval of the Deputy State Highway Engineer.

R. L. Porter
Office Engineer

RECEIVED
JUN 19 1961

FOR FILING

L-80N-7(1)306
WILLIAM L. JACKSON H. B. JOHNSON
5604

JACKSON & JOHNSON
ATTORNEYS AT LAW
1927 COURT STREET - P. O. BOX 851
BAKER, OREGON

TELEPHONE
JACKSON 3-3634

June 9, 1961

Oregon State Highway Commission
State Capitol
Salem, Oregon

Re: Timms Machine Shop

5604: 7% net 6/24
5769: 61% .. 6/24

Gentlemen:

For some time now, Mr. Timms has been carrying an account balance with the Keystone Construction Company in the amount of \$1706.13 for work done at his machine shop. He has also been carrying an account balance for some time in the amount of \$980.07 on behalf of the Cartwright Construction Company.

*Sub-
on both jobs*

It is our understanding the Keystone Construction Company is handling the matter of paying any obligations incurred by Cartwright.

We have made demand on Keystone for payment of this money, and we have also advised the holder of Keystone and Cartwright bonds that unless the matter is taken care of we will take legal proceedings to collect the same.

The bonding company official advised me to write to the Commission, with the belief that something would be done.

We would appreciate it if you could give us some assistance regarding this collection matter without the necessity of Mr. Timms having to go to the cost and expense of filing court proceedings to collect these amounts.

Very truly yours,

HBJ:RL

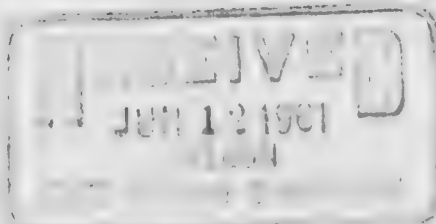
JACKSON & JOHNSON

Copies:

H. B. Johnson
H. B. Johnson

Keystone Construction Co.
Prineville, Oregon

Mr. Carl Timms
Timms Machine Shop
2815 Auburn Avenue
Baker, Oregon



*See
please reply*

76

RECEIVED
JUN 11 1961

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

I-80N-96) 306
5684

Salem, Oregon

June 5, 1961

SUBJECT: U.P.R.R. Signal Lines
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

The Area Engineer for the Bureau of Public Roads has objected to the placing of a pole by the U.P. Railroad within the median area near the Encina Overcrossing on this project. Please inform the Union Pacific Railroad that this is in violation of the control of access provisions of the Interstate System, and that removal of the pole is required.

A copy of a sketch map showing the pole location and a copy of "A Policy on the Accommodation of Utilities on the National System of Interstate and Defense Highways" are attached.

Tom Edwards
Construction Engineer

By

C. H. Baker

C. H. Baker
Assistant Field Construction Engineer

CHB:fp

Enc.

NOTED
C. S. PAXSON

RECEIVED
JUN 6 1961
OFFICE OF
STATE HIGHWAY ENGINEER

BAKER - PLEASANT VALLEY SEC
 OLD OREGON TRAIL HIGHWAY
 BAKER COUNTY
 Contract #5604

RR Cameron

May 1961

Scale 1"=100'

--- x --- Fence to be constructed
 on Cont. 5804

--- o ---

--- o ---

--- o ---

T. 10S., R. 41E., W. 4M.

A" 4+51.24 P.T.

Section 15

Section 16

W.B. 487+61.81 P.C.T.
 R.E. 487+18.16
 W.B. 487+78.40 P.O.T.

485
 B" 450+06.35 P.T.
 485
 485

E.B. 486+12.44 P.C.T.
 F" 449+12.51 P.O.T.

490
 490

Revise fence layout poles
 Est cost \$25

W.B. 491+14.15 P.T.

491+37.65 P.S.

to be eliminated

Exit. R.R. Right-of-Way
 E.B. 487+15.51 P.O.T. & M. Tack
 R.E. 467+06.3
 E.B. 487+31.90 P.O.T. & Side Track
 66+

BAKER - PLEASANT VALLEY SEC
 OLD OREGON TRAIL HIGHWAY
 BAKER COUNTY
 Centreat #5604

RR Cameron May 1961

Scale 1"=100'

Fence to be constructed
 on Cent. 586B

Union Pacific, Oregon &
 Communications Lines

T. 10S., R. 41E., W.M.

"A" 14+51.24 P.T.

Section 15

Section 16

WB 487+61 P.O.T. =
 R.R. 4678+16.6
 W-B 487+78.40 P.O.T.

485
 485
 485

"B" 450+08.35 P.T.

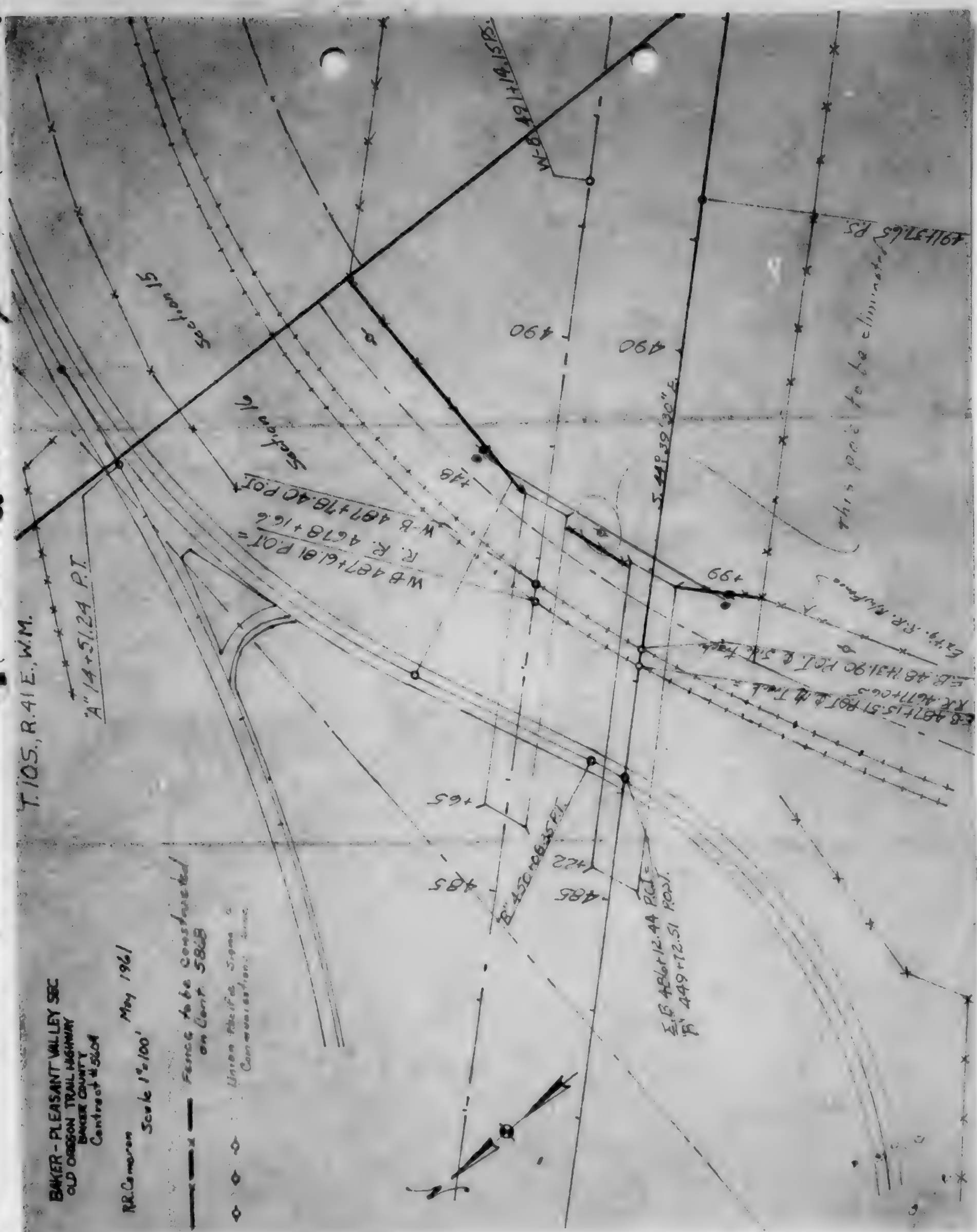
485
 485

Σ B 486+12.44 P.O.T. =
 "B" 449+12.51 P.O.T.

Σ B 487+15.51 P.O.T. & 1/4 T.O.L. =
 R.R. 4677+06.5
 Σ B 487+31.90 P.O.T. & 3/4 T.O.L. =
 Ex. R.R. Right-of-Way

499
 490
 490

491+37.65 P.S.
 (this pt. to be eliminated)



A POLICY ON
THE ACCOMMODATION OF UTILITIES ON THE
NATIONAL SYSTEM OF INTERSTATE AND DEFENSE HIGHWAYS

American Association of State Highway Officials

Adopted by
Committee on Planning and Design Policies
June 10, 1959

TABLE OF CONTENTS

	<u>PAGE</u>
Introduction	
Statement of Policy	1
1. Utilities to Which Policy Applies - - - - -	2
2. Utilities Along Interstate Highways on New Location - - - - -	2
3. Utilities Along Interstate Highways on Existing Location - - - - -	2
4. Major Valley Crossings - - - - -	3
5. Utilities Crossing Interstate Highways - - - - -	3
A. Utilities Along Roads or Streets Crossing Interstate Highways - - - - -	3
B. Overhead Utility Crossings - - - - -	3
C. Underground Utility Crossings - - - - -	4
D. Irrigation Ditches and Water Canals - - - - -	4
E. Provision for Expansion of Utilities - - - - -	4
6. Utilities in Vehicular Tunnels - - - - -	5
7. Access for Servicing Utilities - - - - -	5
8. Construction and Location Details - - - - -	5
9. Manner of Making Utility Adjustments - - - - -	5

A POLICY ON
THE ACCOMMODATION OF UTILITIES ON THE
NATIONAL SYSTEM OF INTERSTATE AND DEFENSE HIGHWAYS

INTRODUCTION

The Geometric Design Standards for the National System of Interstate and Defense Highways adopted by the AASHO on July 12, 1956, and accepted by the Bureau of Public Roads on July 17, 1956, provide, in accordance with Section 109 of Title 23, U. S. Code, Highways, 1958, for control of access on all sections of the Interstate system. These provisions were established to preserve the traffic-carrying capacity of these important highways, thus warranting the large public fund expenditure being made for their construction, and to provide the maximum degree of safety to the users thereof insofar as can be done through highway planning, design, right-of-way, construction and operation.

Control of access can be materially affected by the extent and manner in which public utilities cross or otherwise occupy the highway right-of-way. The State highway departments have various degrees of authority to develop and maintain control of access and to regulate utilities, generally through their authority to designate and to control the use made of rights-of-way acquired for public highways, including those of the Interstate System. Their authorities depend upon State laws or regulations. These laws and regulations differ in the several States and may be different in a State for highways utilizing existing rights-of-way and for highways on new location for which rights-of-way are to be acquired. A State may also have separate laws and regulations different from those applicable Statewide, for highways on rights-of-way subject to jurisdiction of a local government such as that of a large city.

In order to carry out the intent of Title 23, U. S. Code, a uniform policy is needed to establish the conditions under which public and private utilities may be accommodated on the rights-of-way of Interstate highways. The following statements constitute such a policy. While the policy has as its primary purposes the development and maintenance of access control, increasing highway safety and utility to the maximum, and insuring uniformity of utility treatment among the States, it recognizes the public interest in avoiding unnecessary and costly operations of public utility organizations. The policy applies to routes of the National System of Interstate and Defense Highways only and is not intended for application on other highways, although its value as a guide for all controlled access highways is recognized. The policy can be applied in most States by existing authority. Those States in which laws will not permit the application of this policy in its entirety should strive for uniformity through the enactment of appropriate legislation. The policy shall have continual application to all the highways of the Interstate system.

It is not the intent of this policy to impose restrictions on the future installations of utility crossings to the extent that would obstruct the development of expanding areas adjacent to the Interstate highways.

This policy makes no reference to reimbursement to utility owners for the cost of adjusting or installing utilities on Interstate Highways. Reimbursement is subject to State laws.

It is the intent of this policy to establish procedures whereby the individual State highway authorities may uniformly administer the same.

STATEMENT OF POLICY

1. Utilities to Which Policy Applies

The principles set forth in this policy apply to all public and private utilities including power transmission, telephone, telegraph, water, gas, oil, petroleum products, steam, sewer, drainage, irrigation, and similar lines. Such utilities may involve construction and maintenance of underground, surface or overhead facilities, either singly or in combination.

This policy shall apply to utilities located on right-of-way owned or leased by the utility owners and to utilities on public highway rights-of-way.

This policy does not apply to utility lines for servicing facilities required for operating the Interstate highway.

2. Utilities Along Interstate Highways on New Location

Where an Interstate highway is on new location, a utility will not be permitted to be installed longitudinally within the control of access lines of such highway and any utilities located outside the control of access lines cannot be serviced by access from the through-traffic roadways or ramps. Where frontage roads are provided utilities may be located along the frontage roads, outside the control of access lines, from which they can be serviced without access from the through-traffic roadways or ramps.

Where a utility already exists within the proposed right-of-way of an Interstate highway on new location and it can be serviced only by access from the through-traffic roadways or ramps of the Interstate highway when completed, the utility shall be relocated or other provisions made so that it can be serviced without access from the through-traffic roadways or ramps.

There may be extreme cases where a utility may be permitted along an Interstate highway on new location under strictly controlled conditions. In each case there must be a showing that any other utility location is extremely difficult and unreasonably costly to the utility consumer, the installation on the Interstate right-of-way will not adversely affect the design, construction, stability, traffic safety or operation of the Interstate highway and the utility can be serviced without access from the through traffic roadways or ramps.

3. Utilities Along Interstate Highways on Existing Location.

A utility presently located on the right-of-way of an existing highway that is incorporated in the Interstate highway system may be permitted to remain thereon without relocation provided it can be serviced without access from the through-traffic roadways or ramps. Where such utility in its original location can be serviced only by access from the through-traffic roadways or ramps, it shall be relocated or other provisions made so that it can be serviced without access from the through-traffic roadways or ramps. No new or additional utility installations shall be made along the Interstate highway except along a frontage road, outside the control of access lines. Exceptions may be made for extreme cases as covered by item (2).

4. Major Valley Crossings

Where an Interstate highway crosses a major valley or river on an existing high value structure any utility carried by said structure at the time the highway route is improved may continue to be so carried when to relocate the utility would be very costly and provided the utility can be serviced without interference with road users.

Expansion of a utility carried by an existing structure across a major valley or river may be permitted provided the utility can be installed and serviced without interference with road users.

A new utility will not be permitted to be installed on a structure across a major valley or river at and after the time the highway route is improved, except for extreme cases as covered by item (2), in which case the utility is to be located off the Interstate right-of-way at both approaches to the structure.

5. Utilities Crossing Interstate Highways

New utility installations and adjustments or relocations of existing utilities may be permitted to cross an Interstate highway. To the extent feasible and practicable they should cross on a line generally normal to the highway alignment and preferably under the highway.

A. Utilities Along Roads or Streets Crossing Interstate Highways

Where a utility follows a crossroad or street which is carried over or under an Interstate highway, provision should be made for the utility to cross the Interstate highway on the location of the crossroad or street in such manner that the utility can be serviced without access from the Interstate through-traffic roadways or ramps. Generally the utilities are to be located within the normal right-of-way of the crossroad or street, existing or relocated, and may cross over or under the Interstate highway or be carried on or through the highway grade separation structure, provided installation and servicing thereof can be accomplished without access from the Interstate through-traffic roadways or ramps. Where distinct advantage and appreciable cost saving is effected by locating the utilities outside the normal right-of-way of the crossroad or street they may be so located, in which case they shall be located and treated in the same manner as utility lines crossing the Interstate highway at points removed from grade separation structures as in B and C which follow.

B. Overhead Utility Crossings

Overhead utility lines crossing the Interstate Highway at points removed from grade separation structures, or those crossing near a grade separation but not within the normal right-of-way of a crossroad or street, in general, should be adjusted so that supporting structures are located outside the outer edges of through-traffic roadway side slopes and preferably outside the control of access lines. In any case supporting poles are to be located at least 30 feet beyond the edge of shoulder, either right or left, of the through-traffic roadways as planned for later widening, if any. However, supporting poles shall not be placed in medians 80 feet or less in width. Where right-of-way lines and control of access lines are not one and the same, as where frontage roads are provided, supporting poles may be

located in the area between them. In extraordinary cases where such spanning of the roadways is not feasible, consideration may be given to conversion to underground facilities to cross the Interstate highway.

At interchange areas, in general, supports for overhead utilities should be permitted only where all of the following conditions are met; (a) the above indicated clearance is provided with respect to the Interstate through-traffic lanes, (b) there is a lateral clearance of at least 20 feet from edge of ramp shoulder, (c) essential sight distance is not impaired, and (d) the conditions of item 7 "Access for Servicing Utilities", are satisfied.

The vertical clearance to overhead utility lines crossing the Interstate highway shall be determined by the State but in no case shall be less than the clearance required by The National Electrical Safety Code, U. S. Department of Commerce, National Bureau of Standards.

C. Underground Utility Crossings

Utilities crossing underground below the roadways of Interstate highways shall be of durable materials and so installed as to virtually preclude any necessity for disturbing the roadways to perform maintenance or expansion operations. The design and types of materials shall conform with appropriate governmental codes and specifications.

Manholes and other points of access to underground utilities may be permitted within the right-of-way of an Interstate highway only when they are located beyond the shoulders of the through-traffic roadways or ramps as planned for later widening, if any, and only where they can be serviced or maintained without access from the through-traffic roadways or ramps.

D. Irrigation Ditches and Water Canals

Except for necessary crossings, water canals and irrigation ditches should be excluded from the rights-of-way of Interstate highways, except for extreme cases as covered by item (2). Existing parallel canals should be avoided in the initial location of the highway. Crossings may be made by underground siphon, or through culverts, or bridges as appropriate to the size of canal, topographic conditions, and highway safety aspects. In general, locations and structures are to be designed in the same manner as are facilities for natural transverse drainage.

All access and egress for servicing or patrolling such facilities shall be outside the control of accesslines. Ditch-walkers or ditch-riders shall not be permitted to indiscriminately cross the Interstate highway at grade. Under appropriate traffic control arrangements, special ditch cleaning equipment may be permitted to cross in those cases where considerable extra travel distance would be required otherwise to utilize grade separation structures.

E. Provision for Expansion of Utilities

When existing utilities are relocated or adjusted in conjunction with construction of the Interstate highway, provision may be made for known and planned expansion of the utility facilities, particularly those underground. They should be planned to avoid interference with traffic at some future date when additional or new overhead or underground lines are installed.

6. Utilities in Vehicular Tunnels

As a general rule utilities will not be permitted to occupy vehicular tunnels on an Interstate highway on new location, except in extreme cases as covered by item (2).

Where a utility occupies space in an existing vehicular tunnel that is incorporated in an Interstate highway, relocation of the utility may not be required. Utilities which have not previously occupied an existing vehicular tunnel that is incorporated in an Interstate highway will not be permitted therein, except in extreme cases as covered by item (2).

7. Access for Servicing Utilities

Access for servicing a utility along or across an Interstate highway normally should be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads and streets, or (c) trails along or near the highway right-of-way lines, connecting only to an intersecting road, from any one or all of which entry may be made to the outer portion of the Interstate highway right-of-way.

Where utility supports, manholes, or other appurtenances are located in medians or interchange areas, access to them from through traffic roadways or ramps may be permitted but only by permits issued by the highway agency to the utility owner setting forth the conditions for policing and other controls to protect highway users.

Advance arrangements should be made between the utility and the highway agency for emergency maintenance procedures.

8. Construction and Location Details

The public agency which constructs or maintains Interstate highways shall reserve the right to review and approve the location and design of all utility installations, adjustments or relocations affecting the highway and issue permits for the contemplated work.

9. Manner of Making Utility Adjustments

In general, any utility installations, adjustments, and relocations are to be located and made with due consideration to highway and utility costs and in a manner that there will be negligible hazard to the highway users, there will be the least possible interference with the highway facilities and their operation, and the difficulty of or cost of maintenance of the highway will not be increased.

RECEIVED
Form 11-5-1961

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

Price Agreement

APPLYING TO EXTRA WORK AND EXTRA MATERIAL

Project Name Baker-Longmont Valley Date June 2, 1961

Highway Old Ore on Trail Contract No. 506

County Baker Prefix 1-1-1960

Contractor Keystone Construction Co., Inc. F. A. Project No. 1-1-7(1) 306

Address P.O. Box 55, Prineville, Oregon Price Agreement No. 6

For the below described extra work or extra material to be performed or furnished under the contract above referred to, the contractor agrees to accept payment at the prices given herein, understanding that, except as herein otherwise provided, the work is to be performed and the material is to be furnished in accordance with the specifications which form a part of the contract and in accordance with the instructions of the engineer.

Work to be done: Construct and Panel bridge across stream channels

Locations by station numbers:

549+50, 600+50 on L&T
01+00 on Right

Names of pay items, estimated quantities and agreed prices:

1. Lumber in place	0.125 cu yd	at \$	<u>575.00</u>	for	\$	<u>230.00</u>
2. Metal bridge units	75 each	at \$	<u>37.50</u>	for	\$	<u>2812.50</u>

Specifications, basis of measurement and other provisions: Agreement for Items No. 1 and 2 above shall be considered full and complete consideration for all work to be done in constructing wood frame bridge across stream channels as shown by the accompanying sketch.

INSTRUCTIONS

After the signature of the contractor has been obtained, submit six copies (including original copy) to the Salem Office. After approval by the Assistant State Highway Engineer, approved copies will be sent to the Contractor, the Division Engineer, and the Resident Engineer.

This order does not constitute authority for expenditure until approved by the Assistant State Highway Engineer or State Highway Engineer.

Project authorization	\$2,917.40.05	Space to right of this line is for use of Salem Office
Present estimate of project cost, including		
\$492.50 for work under this order	\$1,950.00.00	
Expected ~~under-run~~ over-run (amount)	\$32,959.95	
Expected ~~under-run~~ over-run (per cent)	1.7	

Submitted by: [Signature] Resident Engineer

Approval Recommended: [Signature] Division Engineer

Approval Recommended: [Signature] Construction Engineer or Bridge Engineer

Signed Keystone Construction Co., Inc. Contractor

by [Signature]

Approved: [Signature] Deputy State Highway Engineer or Assistant State Highway Engineer

RECEIVED
JUN 3 1961

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 1, 1961

SUBJECT: Pleasant Valley Slide
Baker-Pleasant Valley Section
Old Oregon Trail
Baker County

To: G. L. Decker
Staff Assistant
S H O P S

Attached herewith are profiles showing the results of a seismic survey on Pleasant Valley Slide. Subsurface conditions as described on the cross sections were arrived at through the combined use of seismic and field data. There is strong evidence that the limits of this slide are controlled by two intersecting fault planes forming a trough down which the slide material is moving. Along the westerly boundary of the slide the fault plane has been exposed. Physical features indicate that one occurs along the easterly edge of the slide having an attitude similar to that of the existing erosional slope. Subsurface projections of these fault planes check quite closely with the depths to stable material as determined from seismic data.

It is probable that additional unloading will be necessary to stabilize the slide. The following suggestions are offered in the event that this is done:

1. No more material should be removed below Station 320 on cross section A-A' as it would tend to increase the activity of the slide. Unloading to stop movement at the roadway cut would be most effective between Stations 320 and 510. A suggested plan of unloading is shown by pencil lines on the attached profiles.
2. Except for drainage, it would not be helpful to remove material beyond the east and west boundaries of the slide as defined by the existing slide breaks. The depth to which unloading is done should increase toward the center of the slide along a line normal to its long axis.
3. It is my impression that the slide will not extend far enough beyond its present limits to affect the natural gas line. It is recommended however, that the upper tension cracks be checked regularly so that the necessary action may be taken if the line is threatened.

DBG/lg

Daniel B. Cano
Assistant Geologist

cc: Tom Edwards
F. B. Klaboe (2)
A. F. Parson
R. R. Cameron
Vern Moore

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 1, 1961

SUBJECT: Baker-Pleasant Valley Section
Pleasant Valley-Hill Creek Section

To:

Mr. A. F. Larson
Division Engineer
State Highway Department
La Grande, Oregon

You have received seismographic sketches and a report from G. L. Decker (Daniel Gano) suggesting a method of further unloading which has a good chance of success in stabilizing the Pleasant Valley Slide. Please work out the quantities represented by this method and forward a Price Agreement to cover removal at bid price on this job and hauling a bid price on the Pleasant Valley-Hill Creek job.

The material excavated would, of course, be used where economical to replace shortage of material on the Pleasant Valley-Hill Creek Section.

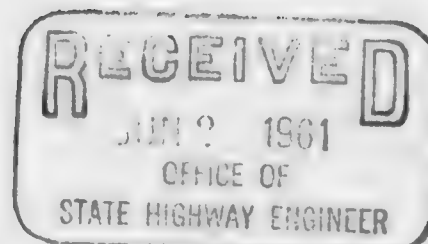
Tom Edwards
Construction Engineer

By *F. B. Klaboe*
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper
C. G. Polk
G. L. Decker

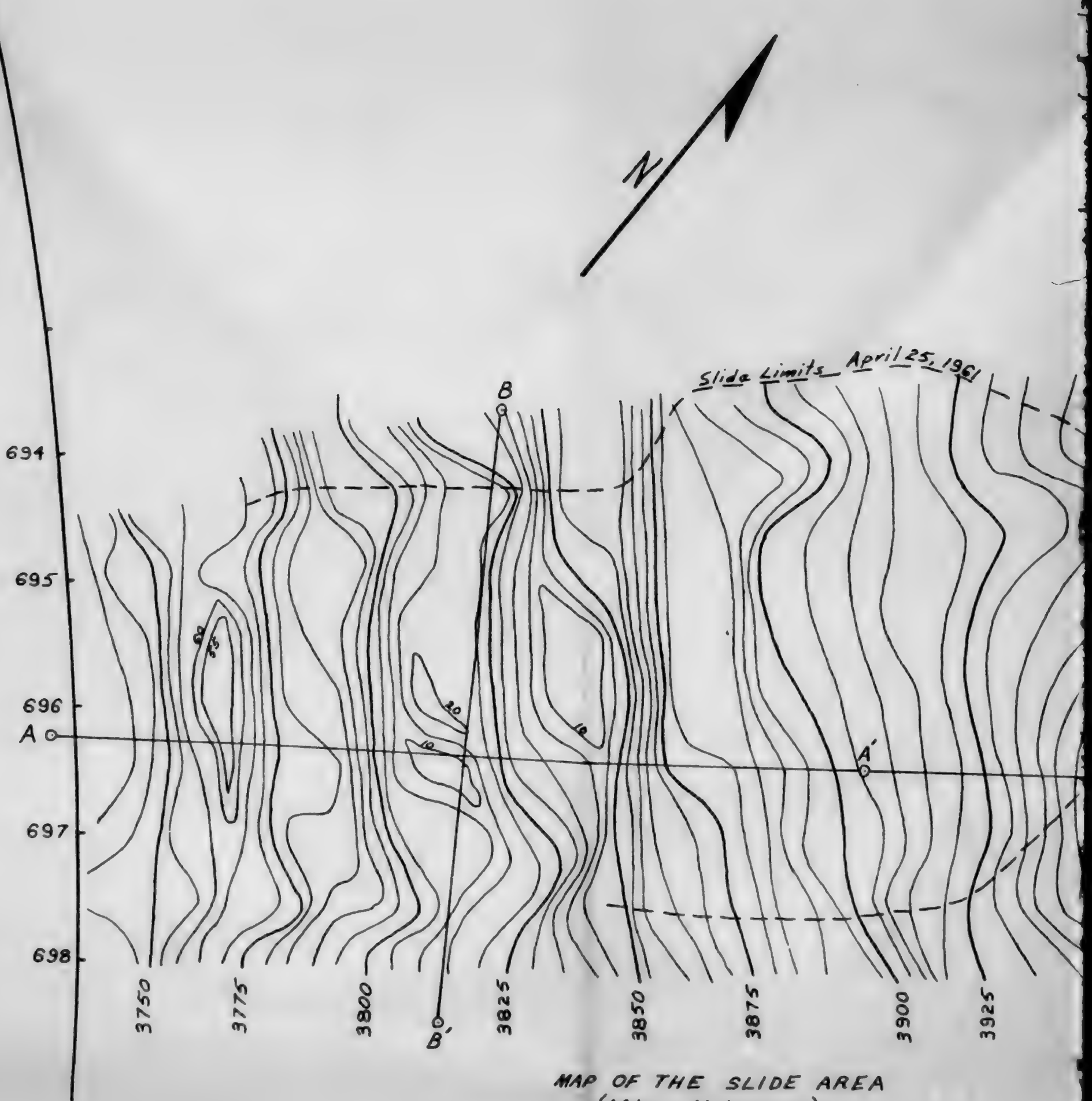
*Return
attachment
to Coast*



OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION

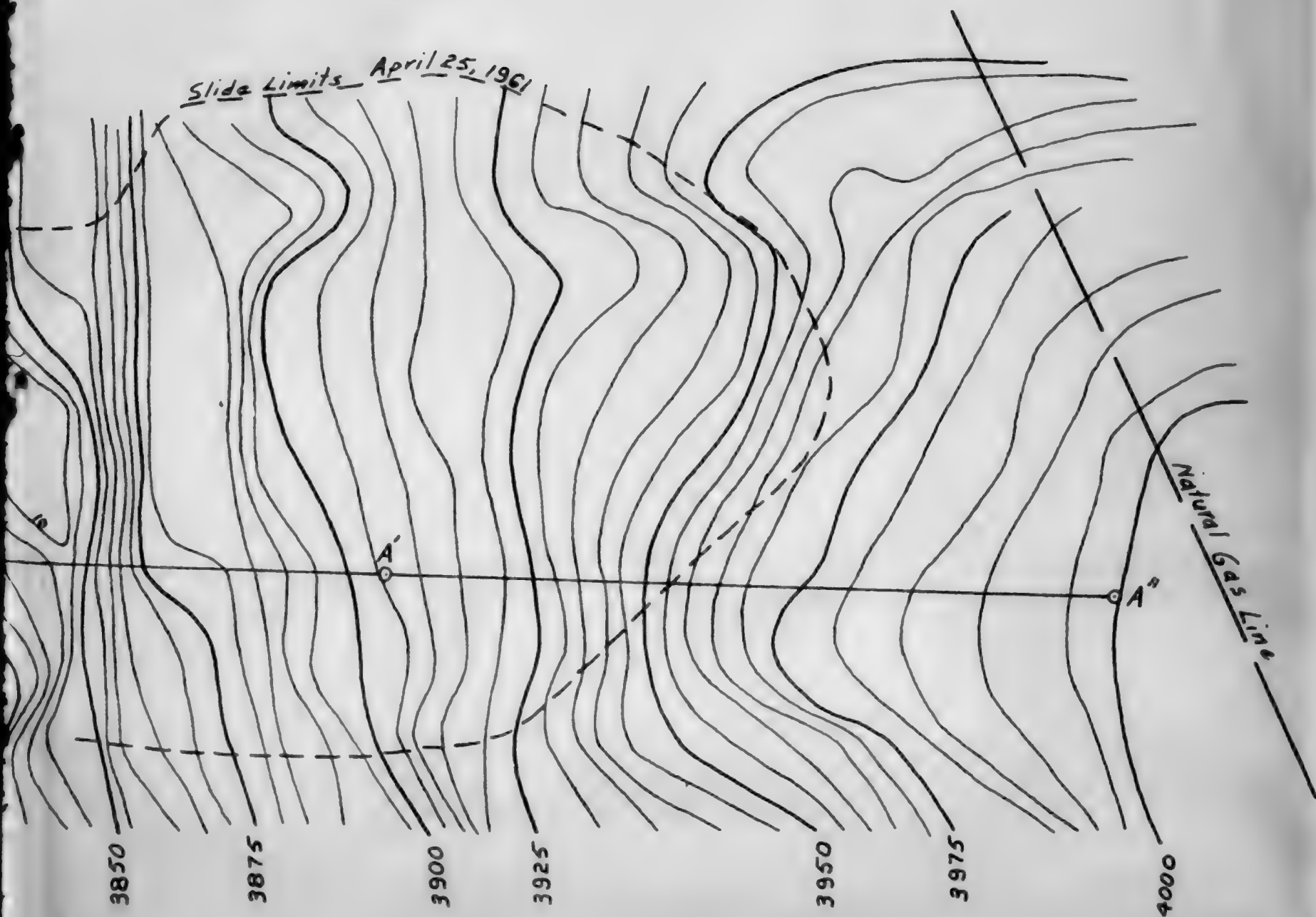
SEISMIC PROFILES ON
THE PLEASANT VALLEY SLIDE
BAKER-PLEASANT VALLEY SECTION
OLD OREGON TRAIL HIGHWAY
BAKER COUNTY
R. R. CAMERON, RES. ENGR.

MAY 11, 1961
By D.B. Gano



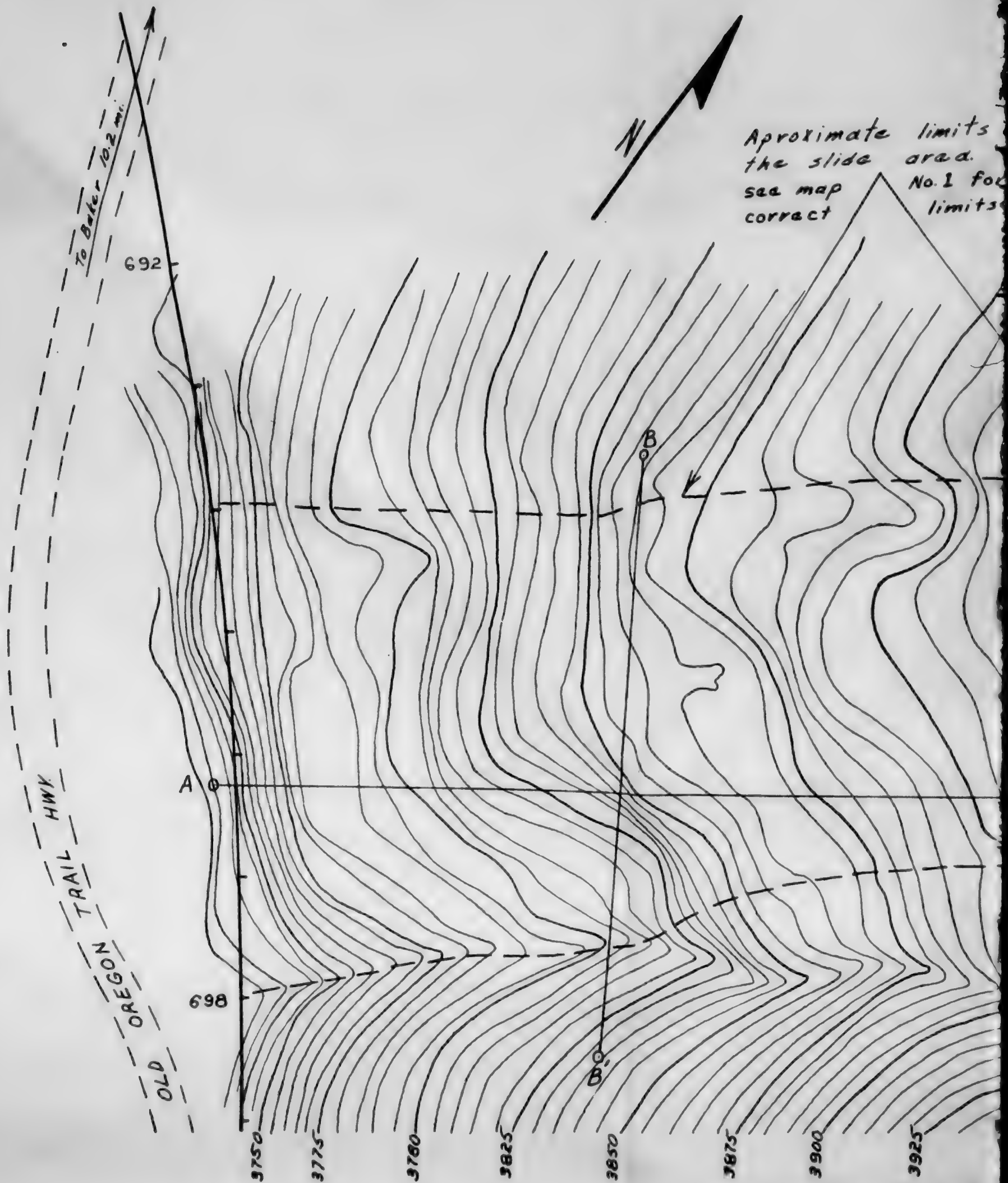
MAP OF THE SLIDE AREA
(After Unloading)
Scale: 1 in. = 100 ft.

NO. 1



MAP OF THE SLIDE AREA
(After Unloading)
Scale: 1 in. = 100 ft.

NO. 1

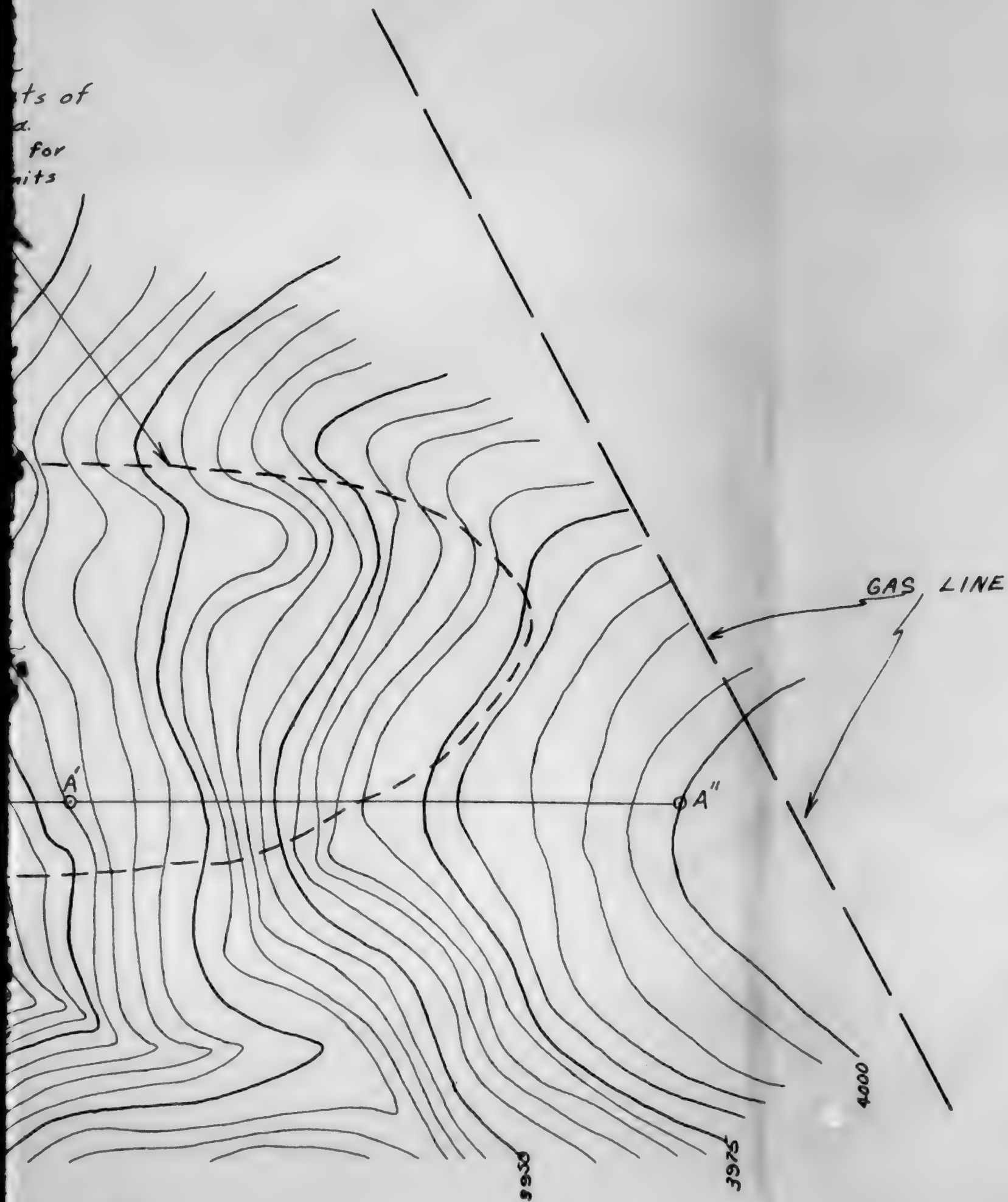


Aproximate limits
the slide area.
see map
correct

No. 1 for
limits

MAP OF THE SLIDE
Contours as of Decem
Scale 1 in. = 100 ft.
(Prior to Unloading
NO. 2

ts of
a.
for
mits



IDE AREA
ember 1, 1960
00 ft.
ding)

B

3860

3840

3820

3800

3780

3760

STABLE MATERIAL

Exposed fault plane

100

15°

CROSS SECTION: B-B'

200

300

Ground line from topog map
before unloading

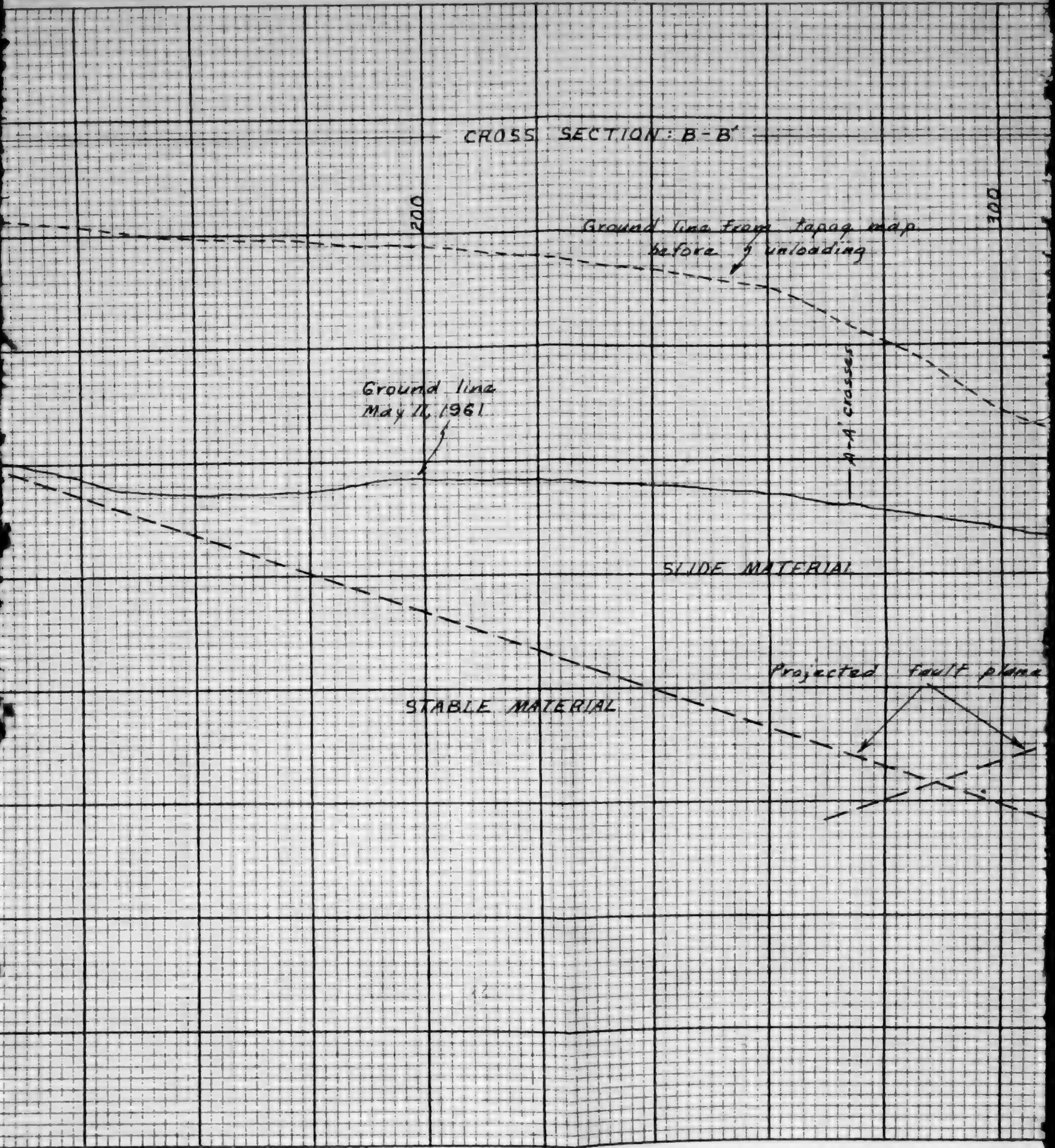
Ground line
May 11, 1961

A-A crosses

SLIDE MATERIAL

STABLE MATERIAL

Projected fault plane



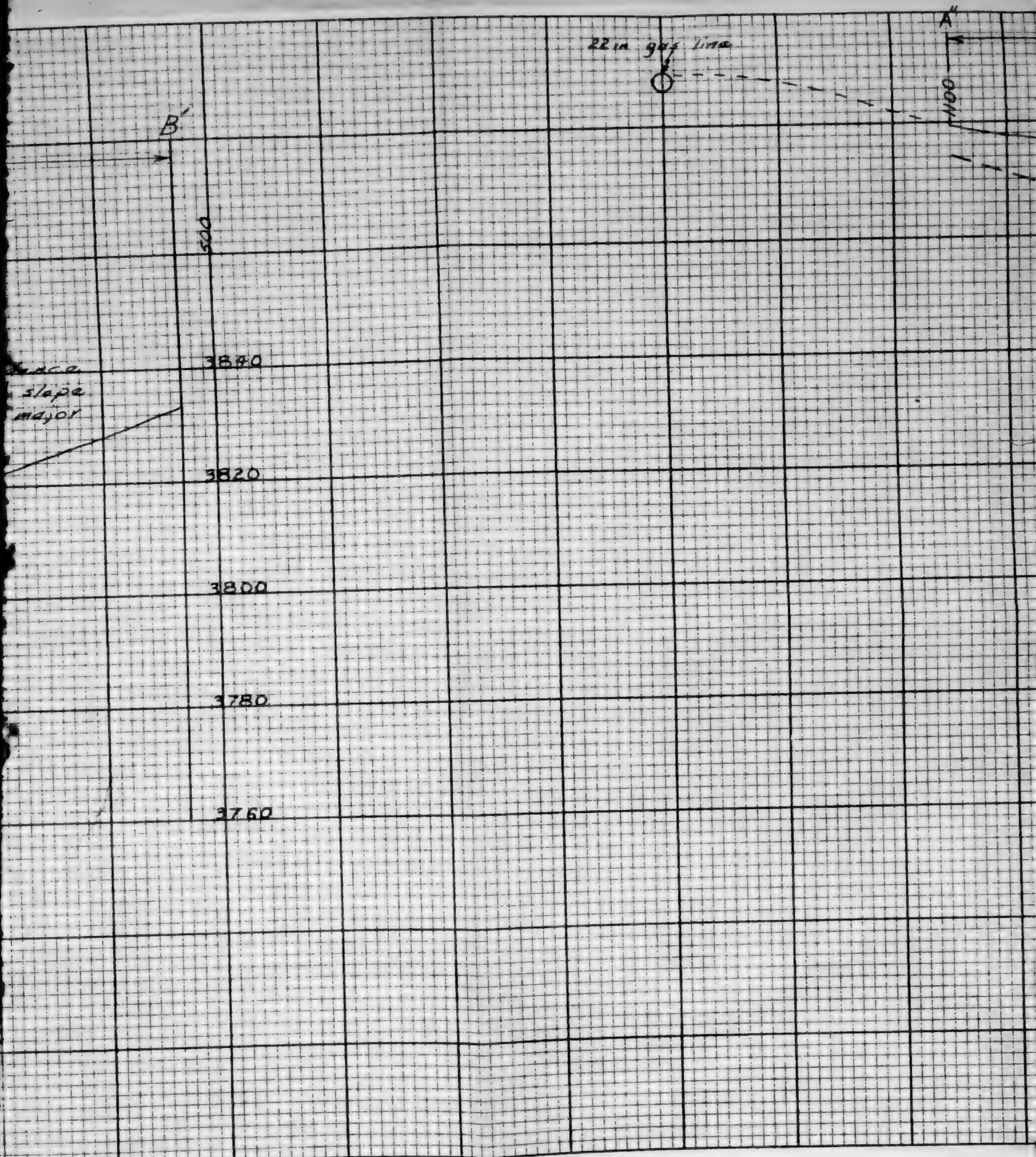
400

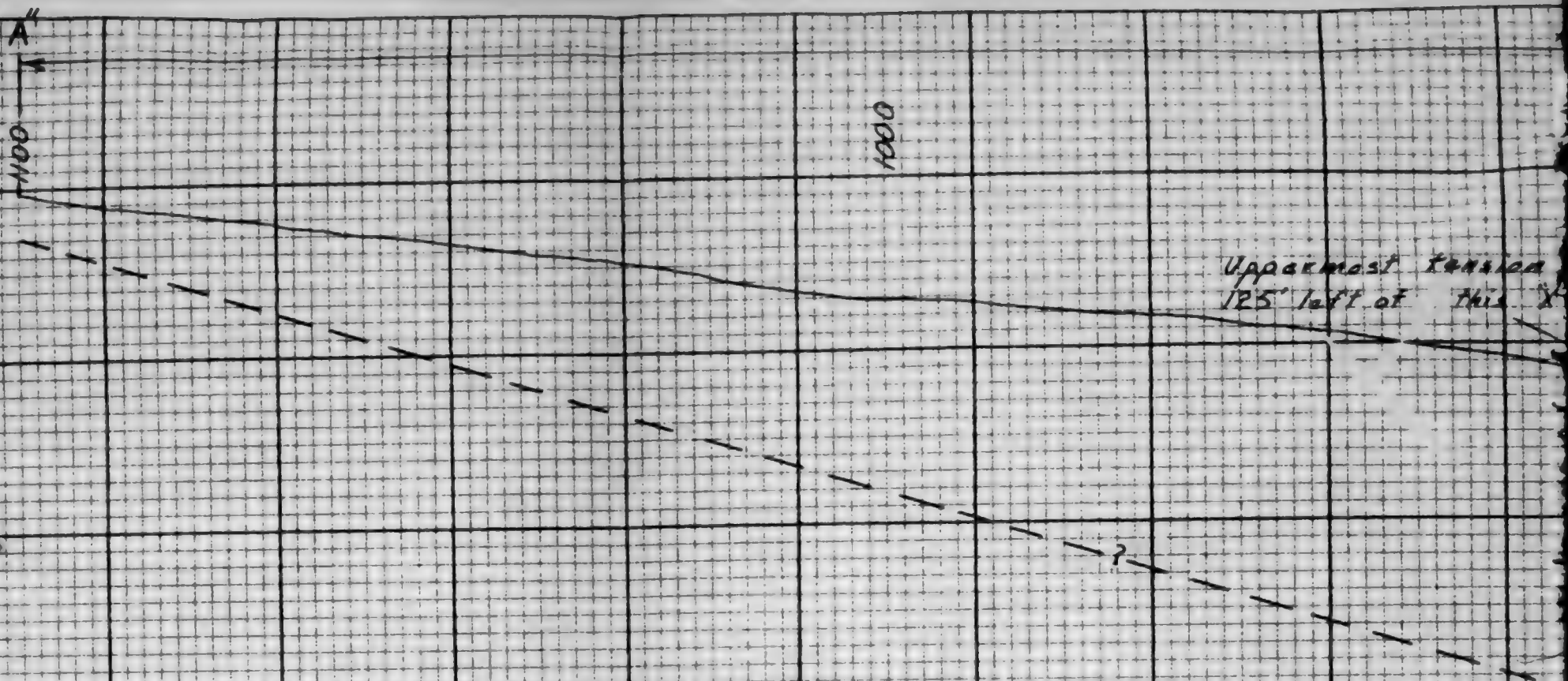
There is surface evidence
that this erosional slope
represents another major
fault plane.

STABLE MATERIAL

to Kansas







Scale Vert and Horiz: 1 in = 20 ft

CROSS SECTION: A'-A''

900

800

of tension cracks
of this X section

Ground line taken
12/20/29

Upper tension crack
on this X section

STABLE MATERIAL?

SLIDE MATERIAL

SLIP PLANE? PROJECT

700

650

4000

3980

3960

3940

3920

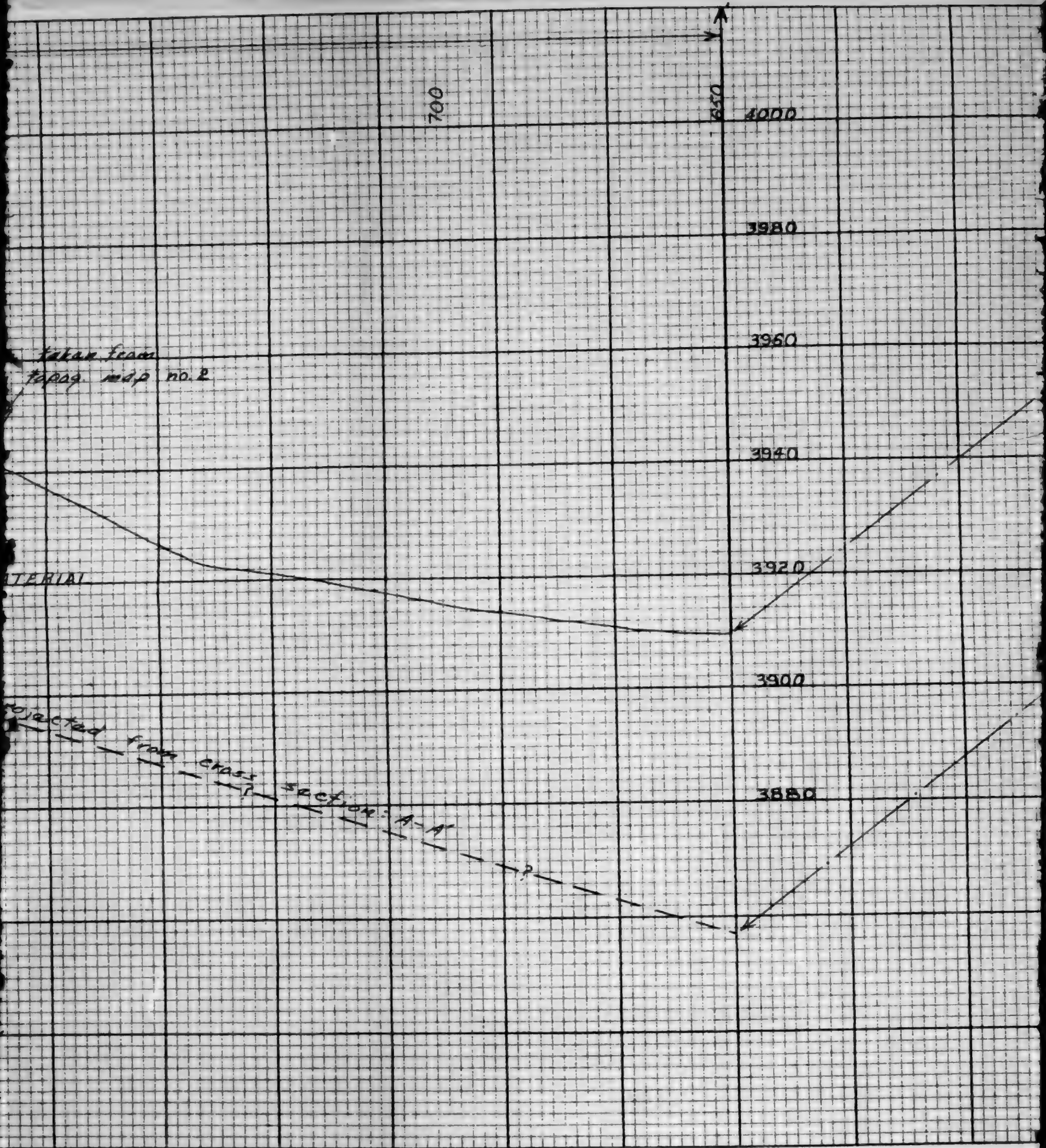
3900

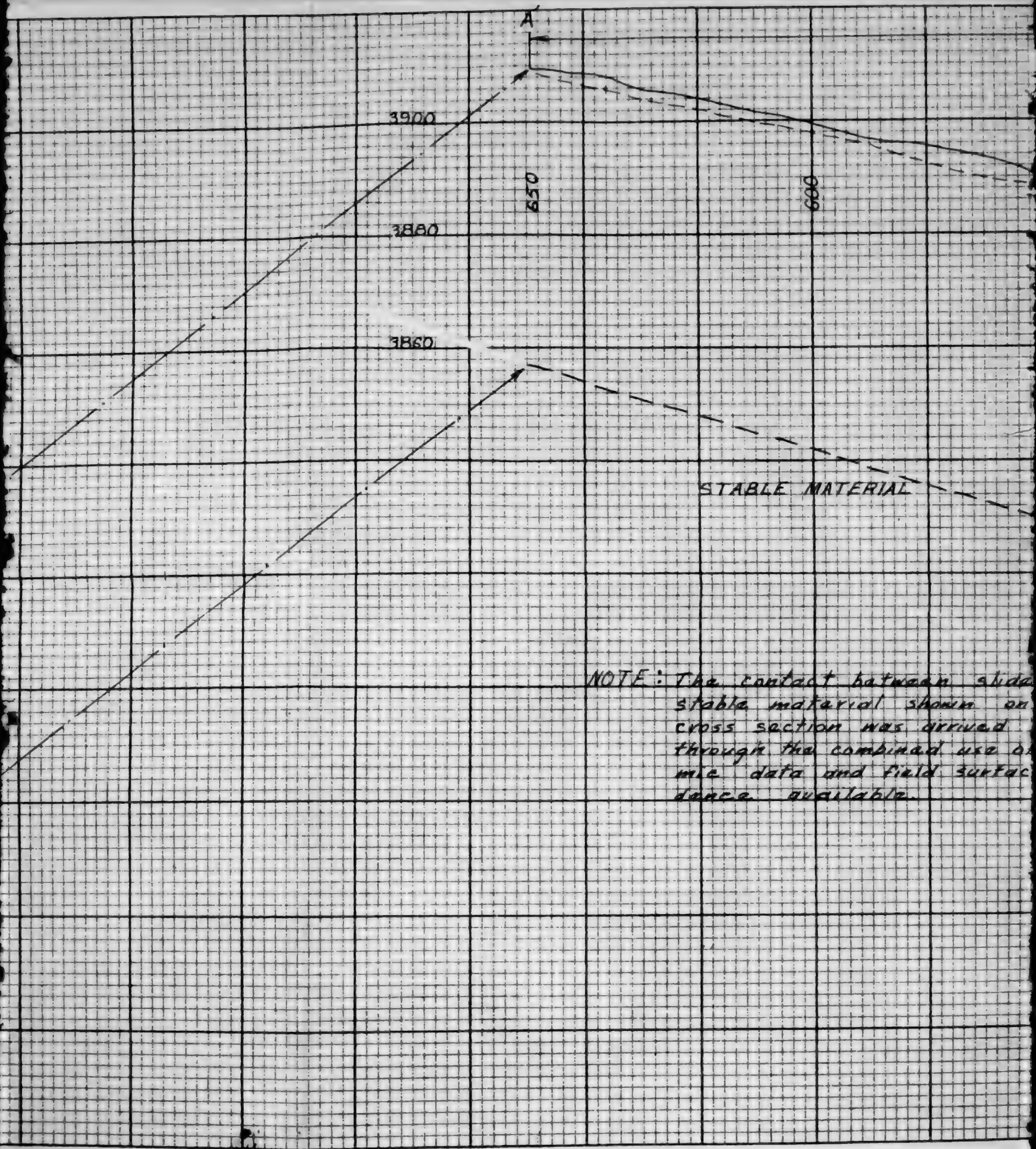
3880

taken from
topog map no. 2

TERIAL

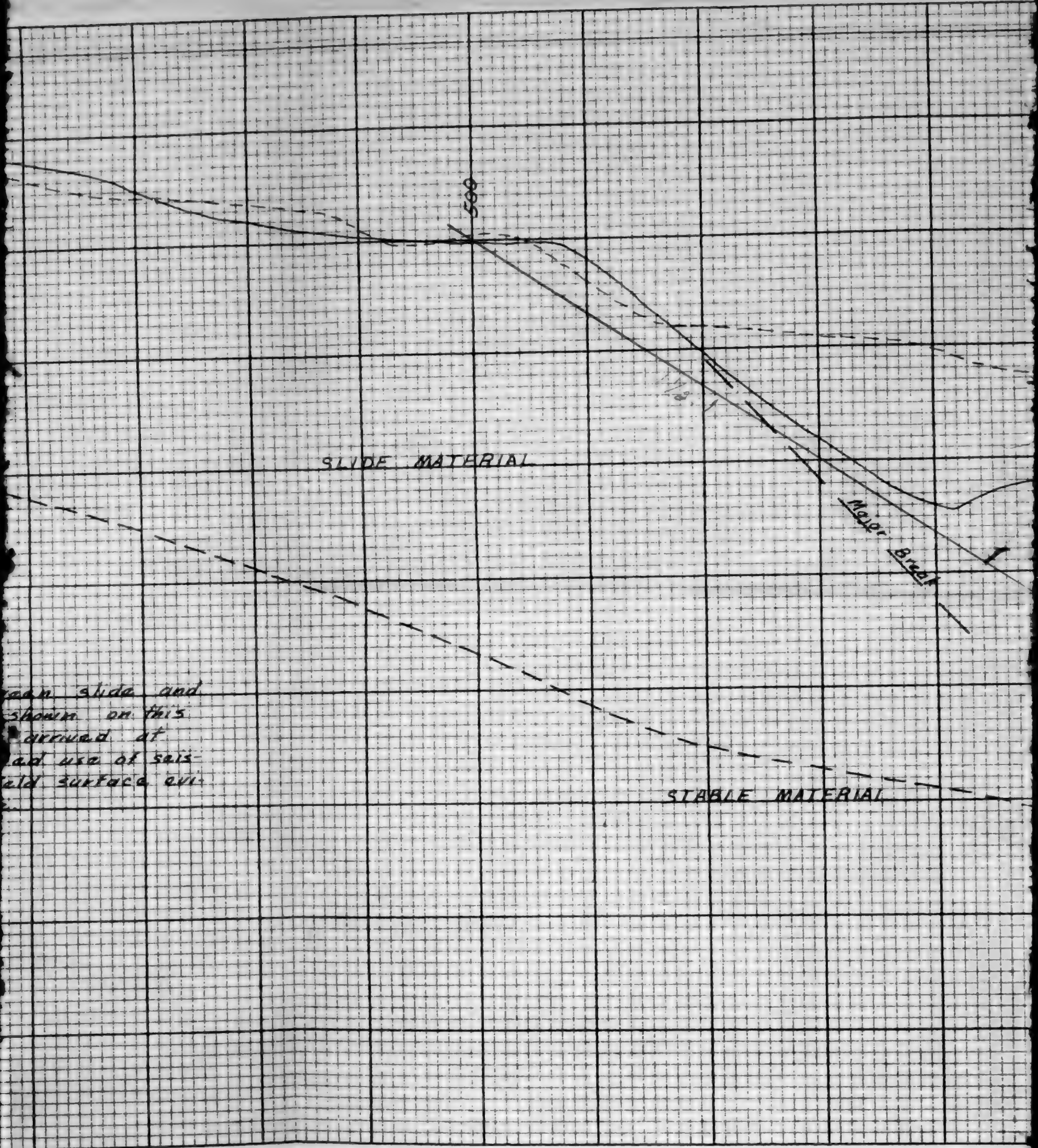
projected from cross
section A-A





NOTE: The contact between slide
stable material shown on
cross section was derived
through the combined use of
mic data and field surface
data available.

mean slide and
shown on this
derived at
and use of seis-
old surface evi-



CROSS SECTION A-A'

400

300

LINE OF
SUGGESTED
SLIDING

TO NORTH

A-B' crosses

SLIDE MATERIAL

Scale Vert and Horiz: 1 in = 20 ft

200

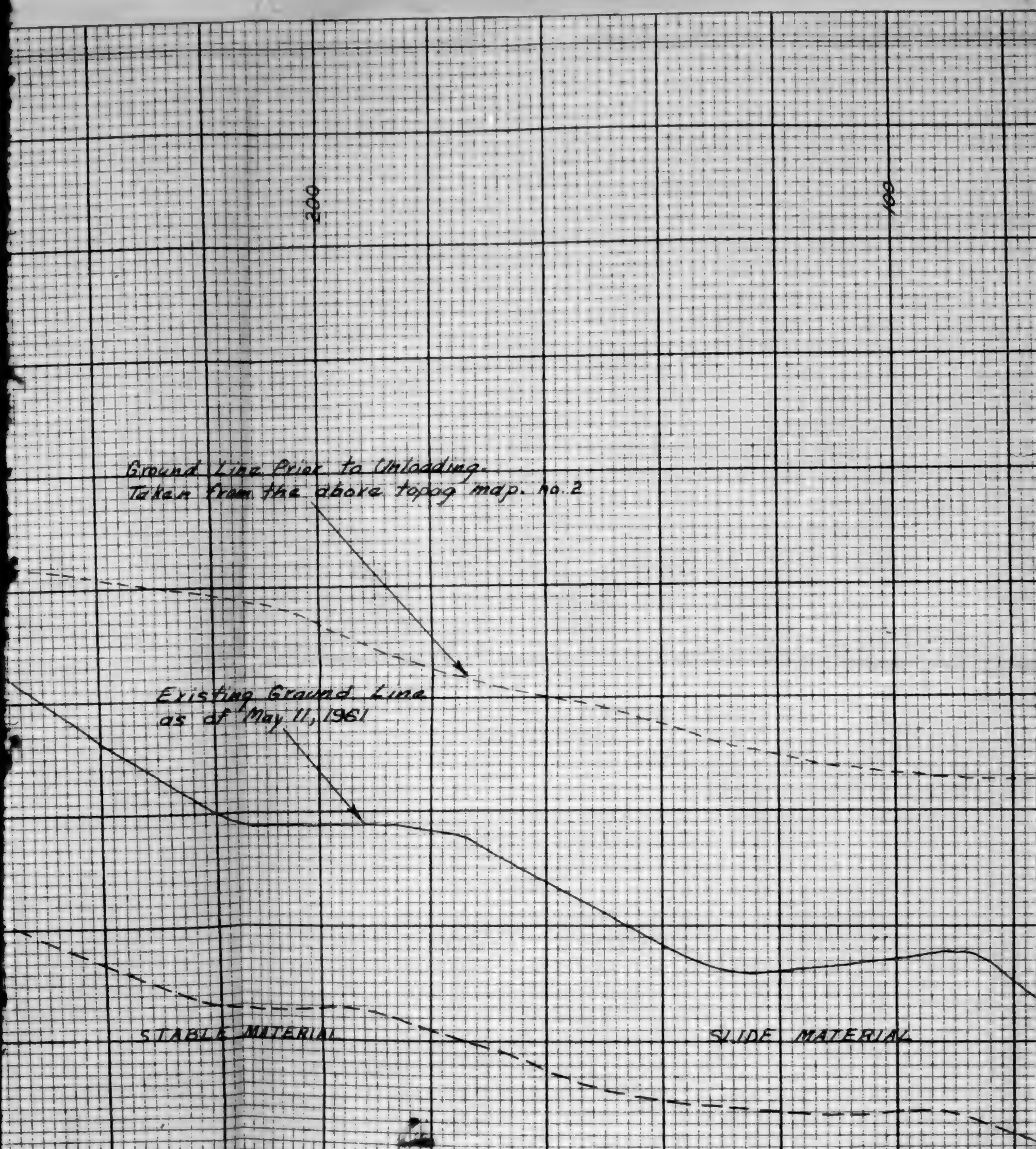
100

Ground Line Prior to Unloading
Taken from the above topog map. no. 2

Existing Ground Line
as of May 11, 1961

STABLE MATERIAL

SLIDE MATERIAL



Station 635+25

3900

3880

3860

3840

3820

3800

3780

3760

3740

3720

OREGON STATE
CONSTRUCTIVE
GEOLOGY AND

SEISMIC
THE PLEASANT
BAKER-PLEASANT
OLD OREGON
RAILROAD

MADE
By

OREGON STATE HIGHWAY DEPARTMENT
CONSTRUCTION DIVISION
GEOLOGY AND SOILS SECTION

SEISMIC PROFILES ON
THE PLEASANT VALLEY SLIDE
BAKER-PLEASANT VALLEY SECTION
OLD OREGON TRAIL HIGHWAY
BAKER COUNTY
R. R. CAMERON, RES. ENGR.

MAY 17, 1961
By D.B. GARD

RECEIVED
JUN 1 1961

FOR FILING

I-80N-7(1)
4614

RECEIVED
MAY 31 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NCE LAG 269 5-31-61 923A

PAXSON

REFERENCE IS MADE TO THE HAUL ROAD CROSSING OF THE UP RAILROAD
BAKER-PLEASANT VALLEY. CONTRACTOR ANXIOUS TO START HAULING. WHEN CAN
WE EXPECT PERMIT APPROVAL.

PARSON
DJ
--.

NOTED
G. S. FAXSON

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 24, 1961

To:

Mr. G. S. Paxson

Assistant State Highway Engineer
OFFICE

SUBJECT: Haul Road Crossing of U.P.R.R.
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

Attached are three prints of a sketch map prepared by our resident engineer on the above-named project showing an existing haul road built and used by Keystone Construction Company on Contract No. 5604. The same crossing of the U.P.R.R. and a portion of the haul road is needed by Frank G. Baulne, Inc. on Contract No. 5868 which is the paving contract for the same section.

Please make application to U.P.R.R. for use of this haul road and crossing by our contractor. The same terms and conditions would apply on the paving contract as were in effect on the grading contract.

Tom Edwards
Construction Engineer

By

L. H. Young
L. H. Young

Assistant Construction Engineer

NOTED
G. S. PAXSON

CHB:fp

Enc.

cc A. F. Parson



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 24, 1961

SUBJECT: Haul Road Crossing of U.P.R.R.
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
OFFICE

Attached are three prints of a sketch map prepared by our resident engineer on the above-named project showing an existing haul road built and used by Keystone Construction Company on Contract No. 5604. The same crossing of the U.P.R.R. and a portion of the haul road is needed by Frank G. Baulne, Inc. on Contract No. 5868 which is the paving contract for the same section.

Please make application to U.P.R.R. for use of this haul road and crossing by our contractor. The same terms and conditions would apply on the paving contract as were in effect on the grading contract.

Tom Edwards
Construction Engineer

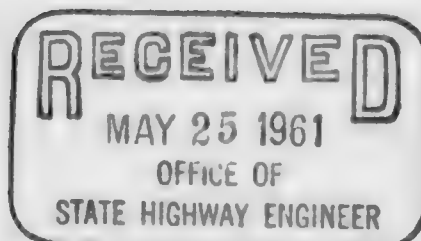
By *L. H. Young*
L. H. Young
Assistant Construction Engineer

NOTED
G. S. PAXSON

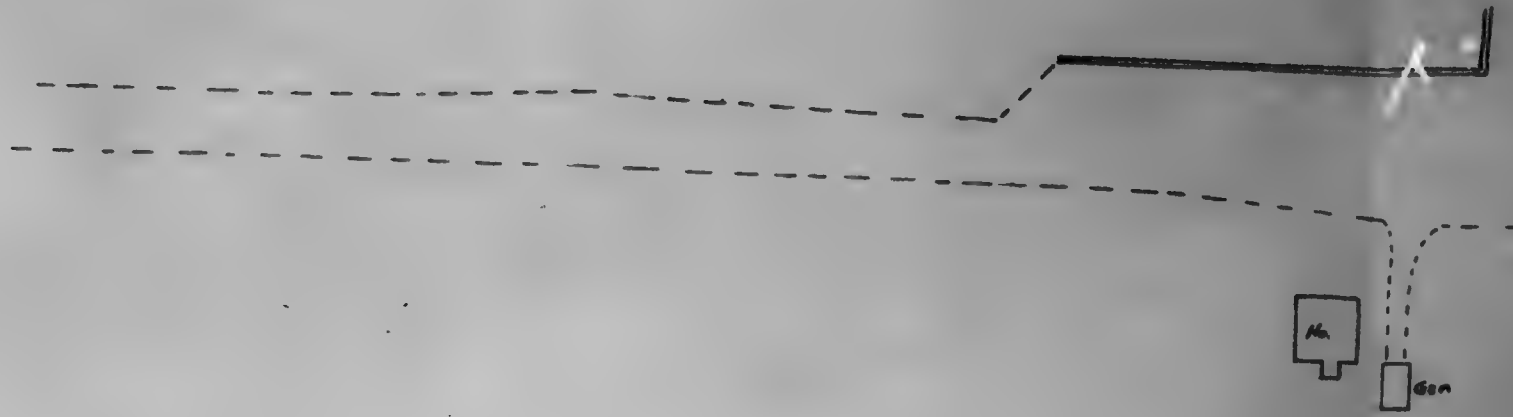
CHB:fp

Enc.

cc A. F. Parson



Pleasant Va



650

650

ant Valley



Frank G Baulne Inc
seeks permission to use this crossing
for work on Cont. #5868

RR Crossing
(presently being used by
Keystone Const Co Inc
Contract #5604)

655

660

655

660

W-B PJ 662+5824

BAKER - PLEASANT VALLEY SECTION

Sketch Map
showing existing haul road,
railroad crossing, etc. as used

CTION

E-B Const. P.S. 663+74.65

E-B Const. P.S.C. 666+24.65

E-B Const. P.C.C. 669+53.37 16.20' LT
W-B Const. P.O.C. 669+53.37 16.20' RT
P.O.C. 669+53.33 Ah.

665

665

670

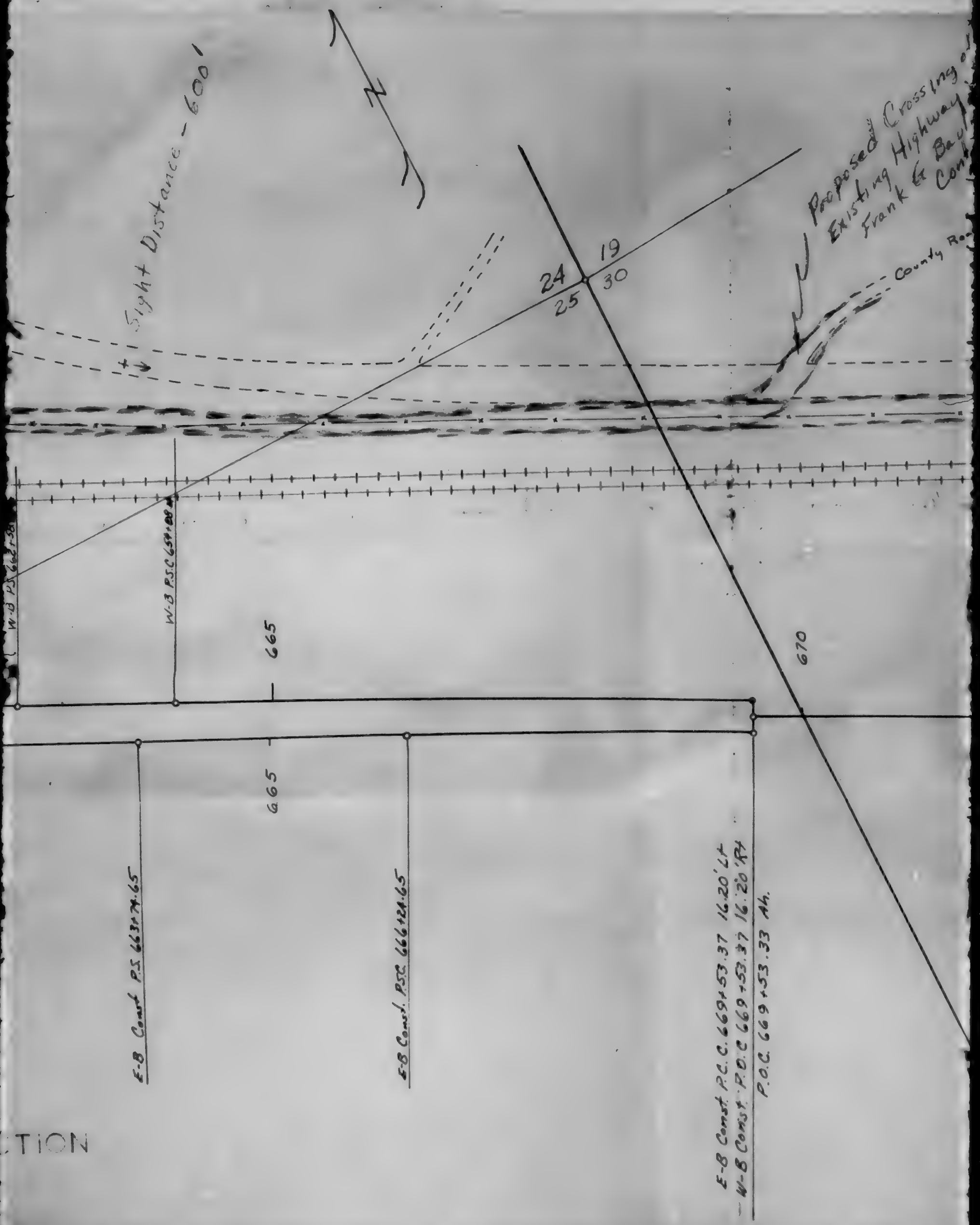
Sight Distance - 600'



24
25
19
30

Proposed Crossing of
Existing Highway
Frank & Con

County Road



crossing of
Highway for
K & B Const, Inc
Cont 5868
County Road

Note
This fence
removed by Keystone
Const Co, Inc and
will have to be replaced
after Haul Road is
obliterated

Haul Road
built & used
by Keystone
Const Co

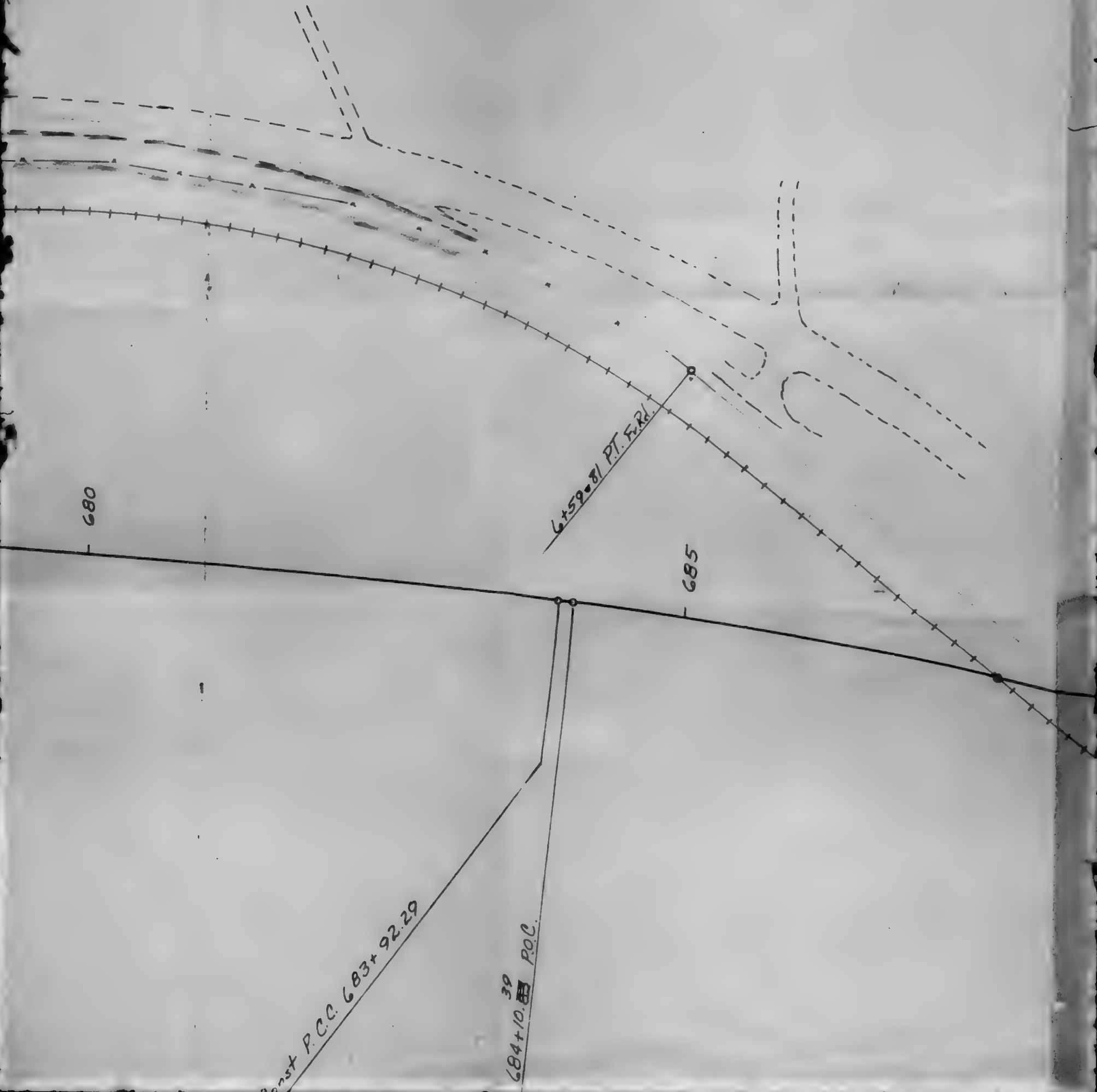
675

P.C. 0+00 E. Road

676+07.09 P.C.C.

R. 41 E.
R. 42 E.

ne
st Co, Inc.







650

650

Frank G Baulne Inc
seeks permission to use this crossing
for work on Cont. #5868

RR Crossing
(presently being used by
Keystone Const Co Inc
Contract #5604)

655

660

655

660

W-B P.S. 662+9824

BAKER - PLEASANT VALLEY SECTION

Sketch Map
showing existing haul road,
railroad crossing, etc. as used
on Contract No. 5604 in red

Proposed Crossings
and haul road to be used
by Frank G. Baulne, Inc.
on Contract No. 5868 in Green

Scale 1" = 100'

R.R. Cameron

May 1960

SECTION

GREEN

Union, Res. 1991

E-B Const. P.S. 663+74.65

E-B Const. P.S. 666+24.65

E-B Const. P.C.C. 669+53.37 16.20' LT
W-B Const. P.O.C. 669+53.37 16.20' RT
P.O.C. 669+53.33 AH.

W-B P.S. 662+98.29

W-B P.S. 659+08.29

665

665

670

24
25
30

Sight



County Road

Const
will
after
obliterated

Const
built
by
Keyston
Const



P.C. 0+00 E. Road

675

676+07.09 P.C.C.

T. 10 S., R. 4 E.
T. 10 S., R. 4 E.

Key
Const Co

PC 0+00 F. Rd

680

6+59.81 PT. F.Rd

685

Const P.C.C. 683+92.29

684+10.8³⁹ P.O.C.

62416.00 POC.

6459.81 PT. ERL.

685



RECEIVED
MAY 31 1961

FOR FILING

5604

Pleasant Valley Oregon
May 2 - 1961

State of Oregon
Mr. C. Williams

REFERRED TO
Cooper
By State Highway Engineer

Dear Sir,

in regards to letter recieved
April 21.

would like to have you send
out some one who has authority
and responsible as to what they say.

if fences would of been fixed as
agreed and water holes, there
would be all this trouble.

Some fences they cut have
never been tied in as to this
date and matter of back arm
still pumping my stock water.

would like this matter taken care of
with in next ten days.

Sincerely
Alfred Hammel



RECEIVED
APR 28 1961

FOR FILING

L-8011-7 (1) 306
5604

Salem, Oregon
April 27, 1961

Mr. Tom Edwards
Construction Engineer

Damage to Union Pacific
Railroad Company's com-
munication lines

I attach hereto a copy of a notice from the Union Pacific Railroad Company that its communication lines near Pleasant Valley have been damaged by operations of the Keystone Construction Company. Will you please take whatever steps are necessary so that this billing can be segregated from other Union Pacific Railroad Company billings.

G. S. Paxson
Assistant State Highway Engineer

GSP:ms
Enclosure
cc Mr. A. F. Parson

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

APRIL 25, 1961

Ref. File: D 315 - 2 - 83

U. S. Certified Mail

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. G. S. Paxson,
Assistant State Highway Engineer

Dear Sir:

Baker - Pleasant Valley Section,
Old Oregon Trail Highway

This is to advise that damage was sustained to the Railroad's communication lines at Mile Post 355.6 near Pleasant Valley at approximately 11:00 PM, April 21, 1961, caused by a DW-21 Scraper operated by Keystone Construction Company, Inc.

We expect to present a bill for the damage when the costs have been determined.

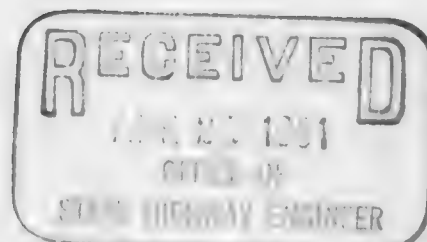
Will you please acknowledge receipt of this letter?

Yours very truly,

G. H. Baker
G. H. Baker,
Superintendent

cc:
Keystone Construction Company, Inc.
P.O. Box 55
Prineville, Oregon

Cole, Clark & Cunningham, Inc.
222 S. W. Fourth Avenue
Portland 4, Oregon



RECEIVED
APR 29 1961

FOR FILING

I-80n-7 (1) 306
5604

April 27, 1961

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 No. Larrabee Avenue
Portland 17, Oregon

Your file: D 315-2-83

Dear Sir:

This acknowledges receipt of your letter
of April 25 concerning damage to your communication
lines at Mile Post 355.6, near Pleasant Valley, on
April 21, 1961.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:me

RECEIVED
MAY 2 1961

FOR FILING

I-8017-7(1)306
5604

April 21, 1961

Mr. Alfred Lemert
Post Office Box 6
Pleasant Valley, Oregon

Dear Mr. Lemert:

We are in receipt of claims from you which total \$1,051.00 and stem from our purchase of right of way (Troy property) and construction activities on the Baker-Pleasant Valley Section of US30. For reference, your claims are as follows:

1. Torn up irrigation ditch and fence by cat and carryall	\$ 22.00
2. Hauling water for house from Oct. 5, 1960 to Nov. 25, 1960. 28 hrs. at \$2.50	70.00
3. Building fence for cattle for water hole	62.50
4. Pumping water for hogs and sheep	132.50
5. 15 Tons of hay at \$18 per ton	270.00
6. 10 Tons of grain at \$34 per ton	340.00
7. Pasture for cattle and sheep	130.00
8. Four acres plowed (fall of 1959)	<u>24.00</u>
Total Claim	\$1,051.00

We have carefully reviewed these matters and find that items 3, 4, 5, 6, 7 and 8 stem directly from our purchase of right of way at this location. The expense and inconvenience which caused you to submit these claim occurred prior to the final settlement of the right-of-way purchase and therefore properly are reflected in the purchase price.

Item 1 stems from the operations of the contractor and the contractor has been advised of this claim.

Mr. Alfred Lammert - 2

April 21, 1961

Item 2 stems from disruption of your domestic water supply. We believe this claim should be paid and have referred it to our Legal Department for processing.

In summary, we have referred \$22.00 of your total claim to the contractor and are taking steps to process for payment \$70.00 which we believe is our obligation. We do not believe the balance of the claim is our obligation for the reasons previously noted.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. L. I. Lindsay - This is per our discussion with you. Will you please take steps to settle the \$70.00 claim.

LWR:fp ms

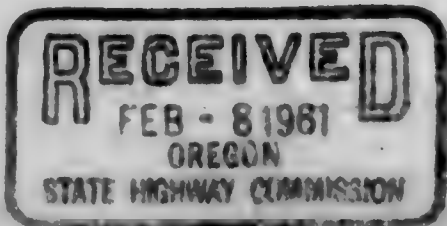
Pleasant Valley Oregon.
Feb 1961

Dear Sirs,

These hills are for the Tray property
one mile west of Pleasant Valley
that I have held for several yrs.

Sincerely

Alfred Sammet



REFERRED TO

Alfred Sammet
1000 1000 1000 1000

CONSTRUCTION DIVISION

RECEIVED

FEB 8 1961

NOTED - ☐ ☐ ☐ ☐ ☐
1000 1000 1000 1000

Bill to Oregon State Highway
Damage Done by Construction Co.

\$22.00 tearing up irrigation ditch &
fence with Cat and Carry all.

28 hrs hauling water for house. use
2.50 per hr total \$71.00
this figure should be \$70.00

25 hrs building fence for cattle for water
\$2.50 per hr, total \$62.50 *hole*

53 hrs. pumping water for hogs and sheep.
2.50 per hr, \$132.50

Alfred Sammut

Total
\$288.00

Bill to State Highway of one year
for Damages.

15 ton of hay at 18 Dollars ton
total \$270.00

10 ton Grain at 34 Dollars ton
total \$340.00

Pasture for Cattle and Sheep, \$130.00

4 acres plowed fall 1959, 6 Dollars acre
total \$24.00

Alfred Sammut

TOTAL
\$764.00

RECEIVED
APR 5 1961

FOR FILING

I-80 N-7(1)306
5604

April 5, 1961

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 - Supplemental covering slide removal and slope construction on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, Contract No. 5604, in connection with Federal Aid Project No. I-80N-7(1)306.

The slide removal and construction of slopes over 37 feet above normal toe of slope, approved on Order for Extra Work No. 5 on January 12, 1961, has been more difficult and expensive than anticipated. This supplemental order is to increase the authorization to a total of \$126,694.82.

This has been verbally recommended for approval by the B-E Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

Enc.

RECEIVED
MAR 23 1961

FOR FILING

I-80N-7(1)306
5604

March 21, 1961

Mr. Ben Barber
1630 Campbell
Baker, Oregon

Dear Sir:

This is to acknowledge your letter of March 8, addressed to our Resident Engineer, Mr. R. R. Cameron, stating that Keystone Construction Co. owes you \$875.46. Mr. Cameron has indicated that this claim is in connection with the Keystone Construction Co., Inc. Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Our Construction Division informs us that this project is approximately 85% complete as of March 17. The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

Contract payments are not withheld by us unless requested by the surety or by our own department.

If you wish to protect your claim under the bond, it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

This information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc Mr. Tom Edwards
CWH:fp

NOTED ON CARD

dc

March 8, 1961

Mr. R. R. Cameron
2695 Church Street
Baker, Oregon

Dear Mr. Cameron:

#5604

The Keystone Co. owes us the balance of \$75.46 since
Sept. We have billed them once and twice a month
also called them, all we get is promises.

We wish you would look into this and help us collect
this bill.

Thanking you,

Len Gruer

~~Len Gruer~~
Baker, Oregon
W. C. Campbell

RECEIVED
MAR 23 1961

FOR FILING

I-80 N-7(1) 306
5604

March 21, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter, dated March 8, 1961, has been received from Ben Barber, 1630 Campbell, Baker, advising that Keystone Construction Co. owes him \$375.46. This appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

dc

RECEIVED
MAR 23 1961

FOR FILING

I-80N-7(1)306
5604

March 21, 1961

Basche-Sage Hardware Company
2101 Main
Baker, Oregon

Gentlemen:

This is to acknowledge your letter of March 7, addressed to our Resident Engineer, Mr. R. R. Cameron, stating that Cartwright Construction Company owe you \$4,272.34 for materials for use on their state highway job, east of Baker. From the description in your letter this appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., prime contractor, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

This contract is approximately 85% complete as of March 17. The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment.

If you wish to protect your claim under the bond it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

de

cc Mr. Tom Edwards
CWH:fp

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 20, 1961

SUBJECT: Baker-Pleasant Valley
Contract No. 5604
Unpaid Bills

To: Mr. Floyd Query
Secretary
Office

Baker - Sage Harbor
Attached for your information are copies of two bills, one in the amount of \$4,272.34 against Cartwright Construction Company and one in the amount of \$875.46 against Keystone Construction Company.
(Keystone)

Please be advised that the Keystone Construction Company is the prime contractor on the Baker-Pleasant Valley Section, Contract No. 5604, and that Cartwright Construction Company is a subcontractor on the same section.

Our resident engineer, R. R. Cameron, advises that other local firms have complained about non-payment of bills by this contractor.

Tom Edwards
Construction Engineer

By

L. W. Rulien
L. W. Rulien

Assistant Field Construction Engineer

LWR:fp

Enc.

cc. please

REC-
3-21-61
NOTED
C. W. HEAD

BASCHE-SAGE

2101 Main, Hardware Company
Baker, Ore.

March 7, 1961

Oregon State Highway Department
Attention Mr. Cameron
Resident Engineer
2695 Church St.
Baker, Oregon

#5604

Gentlemen:

Some time ago I called at your office to discuss the Cartwright Construction Company and the payment of their account with us which is all due to their purchases on the highway job East of Baker. At the present time they owe us \$4,272.34 of which \$3,876.84 is now past due. Our purpose in writing this letter to you is to file whatever claim is necessary to collect our money through your state offices. You advised me when I called we should route a letter through your office if it was necessary to do this. They have not made any payments on their account since they started working.

If you need any more information I will be happy to furnish it for you.

Very truly yours,

BASCHE SAGE HARDWARE CO.

E. J. Shesby
E. J. Shesby

Credit Manager

/en

RECEIVED
MAR 23 1961

FOR FILING

I-80 N-7(1)304
4604

March 21, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Letter dated March 7 has been received from Basche-
lege Hardware Company, 2191 Main, Baker, advising that Cart-
wright Construction Co., subcontractor, owes them for materi-
al in the amount of \$4,272.34, used on the highway project
east of Baker.

This appears to be in connection with State Highway
Contract No. 3004 with Keystone Construction Co., Inc., prime
contractor, for grading the Baker-Pleasant Valley section of
the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears
as surety on the performance bond furnished with this contract.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

Mr.
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
635 N. Main Street
Prineville, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD
cc

RECEIVED
FEB 24 1961

FOR FILING

I-80N-7(1) 306
5614

February 24, 1961

American Surety Company
725 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis
Asst. Manager

Gentlemen:

We have received notification from the Secretary of State that the claim of G-K Machinery Co., Boise, Idaho, in the amount of \$4,184.01 against Cartwright Construction Co., has now been filed in his office. This is in connection with State Highway Contract No. 5604 in which Cartwright Construction Co. was a subcontractor to Keystone Construction Co., Inc., prime contractor. The Secretary of State has assigned File No. 3785 to this claim.

A description of this claim was outlined in our letter to you of February 17.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARL

AC

RECEIVED
FEB 21 1961

FOR FILING

I-80N-7(1) 506
5604

February 17, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated February 14, 1961, has been received from G-K Machinery Company, Boise, Idaho, advising that the Cartwright Construction Co., subcontractor, owes them for parts, supplies and rentals in the amount of \$4,184.01. This appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., prime contractor, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

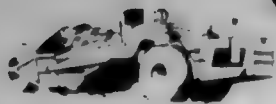
Keystone Construction Co., Inc.
635 N. Main St.
Prineville, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD
dc

AFFILIATED WITH *Rocky Mount* MACHINERY CO.



G-K Machinery Company

5200 FEDERAL WAY • P. O. Box 2604 • BOISE IDAHO

Phone 4-5593

February 14, 1961

Secretary of State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query

Gentlemen:

Notice is hereby given that the under-signed G-K Machinery Company-5200 Federal Way-P. O. Box 2604-Boise, Idaho has a claim for parts, supplies, and rentals furnished to the Cartwright Construction Company of Durkee, Oregon in the amount of \$4,184.01. This is against the bond taken from American Insurance Company through their agent, Cole, Clark & Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon.

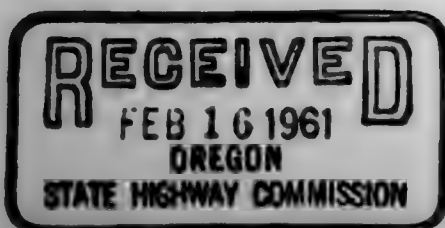
They were furnished on Contract #5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway and Contract #5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

Yours very truly,

G-K MACHINERY COMPANY

R. L. Pratt, Manager

RLP/or



REIVED
FEB 21 1961

FOR FILING

I-90-N-7(1)300
5604

February 17, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter for filing in the amount of \$4,184.01, received from G-K Machinery Company, Boise, Idaho, for parts, supplies and rentals furnished to Cartwright Construction Co., subcontractor on State Highway Contract #5604.

This appears to be in connection with the Keystone Construction Co., Inc., Contract 5604 for grading the Baker-Peasant Valley Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD

cc

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 17, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

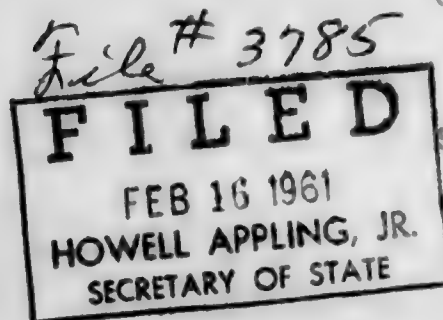
Attached is a claim letter for filing in the amount of \$4,184.01, received from G-K Machinery Company, Boise, Idaho, for parts, supplies and rentals furnished to Cartwright Construction Co., subcontractor on State Highway Contract #5604.

This appears to be in connection with the Keystone Construction Co., Inc., Contract 5604 for grading the Baker-Peasant Valley Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

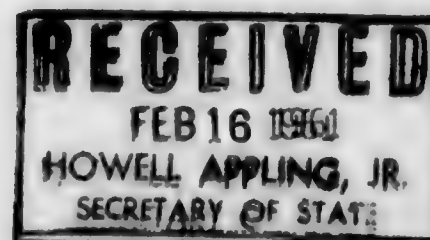
Very truly yours,

OREGON STATE HIGHWAY COMMISSION



Secretary

Enc.



RECEIVED
FEB 21 1961

FOR FILING

I-80N-7(1)306
5604

February 17, 1961

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt
Manager

Gentlemen:

This is to acknowledge receipt of your claim letter of February 14, in the amount of \$4,184.01 for parts, supplies, and rentals furnished to Cartwright Construction Co., sub-contractor on State Highway Contract No. 5604. Our records indicate this to be in connection with Keystone Construction Co., Inc. Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

So that there will be no misinterpretation of the law, we are forwarding this claim letter to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

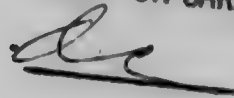
Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

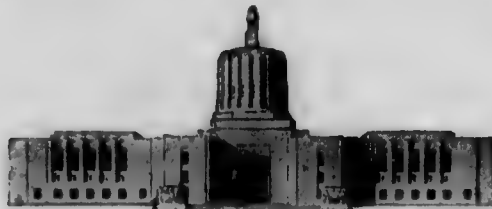
NOTED ON CARD



RECEIVED
FEB 20 1961

COMMISSIONERS
FOR REVENUE
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MASSO

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 17, 1961

California Pacific Utilities Co.
%L. R. Gray
District Manager
Baker, Oregon

Gentlemen:

Reimbursement for the relocation of your facilities on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, in the amount of \$8,644.16, was made in November 1960. Your district office in Baker, Oregon, was advised by our letter of October 19, 1960, that we would be unable to receive federal participation on the costs of contract labor (\$7,029.18) included in your billing as you failed to comply with federal regulations. These regulations were pointed out to you in prior correspondence.

We have now received your invoice in the amount of \$2,522.34 for relocating your distribution lines on the Sumpter-McEwen Section of the Sumpter Valley Highway. Included in this invoice are charges of \$1,790.78 for contract labor. Your attention was again directed to the regulations regarding contract labor in our exchange of correspondence authorizing you to proceed with the relocation.

We will be unable to process this invoice for payment until we receive some explanation for your continuous disregard of the regulations controlling contract labor, and copies of paid invoices covering these costs. We would also like an explanation of the factors which resulted in a cost of \$2,522.34 for a relocation on which you had estimated the cost to be \$954.71.

Very truly yours,

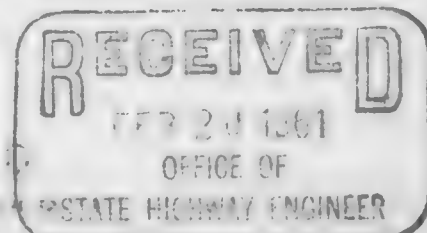
W. C. Williams
State Highway Engineer

By:

C. H. Malson
Auditor

CHM:hs

cc: Forrest Cooper
Tom Edwards
E. E. Kime, Vice President
California-Pacific Utilities
A. F. Parson



NOTE
STANDARD FORM 64

RECEIVED
FEB 3 1961

FOR FILING

I-80N-7(1)306
5604

February 2, 1961

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt, Manager

Gentlemen:

This is to acknowledge your letter of January 31 informing us that Cartwright Construction Company, Durkee, owes you for supplies and rental on various state highway construction projects. As requested, we are listing below the information on the following projects:

1. Cartwright Construction Company Contract No. 5622 for rock production on the Nye Jct.-Grant County Line Section of the Pendleton-John Day Highway in Umatilla County. Surety - Glens Falls Insurance Company, through the agent, David C. Baum, Baum Insurance Agency, Box 872, La Grande.
2. Cartwright Construction Company Contract No. 5607 for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County. Surety and agent - same as above.
3. Cartwright Construction Company Contract No. 5483 for rock production on the Durkee-Malheur County Line Section of the Old Oregon Trail Highway in Baker County. Surety - United Pacific Insurance Company, through agent, Rea & Hagsdale Agency, 2009 Main Street, Baker.

Our Construction Division informs us that Cartwright Construction Company was a subcontractor to Keystone Construction Co., Inc., principal contractor, on their two projects in Baker County, as follows:

1. Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway. - Surety - American Insurance Company, through agent, Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4.
2. Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway. Surety - same as above.

I believe we have recently given you information regarding filing of claims. However, for your ready reference we are attaching excerpts from the Oregon Laws outlining the filing procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

RECEIVED
JAN 11 1961

FOR FILING

1-90N-7(1)306

5604

January 10, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering the removal of slide material on the Baker-Placant Valley Section of the Old Oregon Trail Highway in Baker County, Contract No. 5604, in connection with Federal Aid Project No. I-90N-7(1)306.

It is necessary to remove material in slides and in sliding conditions. This order covers the necessary excavation over the elevation of 37.0 feet above the normal toe of slope. Excavation below the 37.0 feet will be done at contract unit prices. Copies of the typical sections for the newly designed slopes are attached.

This work has been approved by the HPR Area and Division Engineers. Due to the emergency nature of this work, instructions have been issued to proceed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

RECEIVED
DEC 15 1960

FOR FILING

1-8(N-1)(1)-01
5604

December 14, 1960

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

We have received a letter, dated September 12, from Superior Redi-Mix, Inc., Baker, informing us that they have received partial payment in the amount of \$740.88 from Keystone Construction Co., Inc., leaving a balance due of \$2074.50.

This appears to be in connection with Keystone Construction Co., Inc., Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

NOTED ON CARD
dc

Keystone Construction Co., Inc.
635 N. Main Street
Prineville, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
DEC 15 1960

FOR FILING

1-80 N-7(1) 306
5604

December 14, 1960

Superior Redi-Mix, Inc.
Baker
Oregon

Attention: Mr. Albert Johnston
Secretary-Treasurer

Gentlemen:

This is to acknowledge your letter of December 12 informing us that Keystone Construction Co., Inc., have made a partial payment on their account in the amount of \$740.88. You state that this leaves a balance due of \$2,074.50.

Our records indicate that this is in connection with Keystone Construction Co., Inc., Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

This information will be noted in our records and we will advise the surety and the contractor regarding its receipt.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARL

lc

Phone JA 3-4844
Albert Johnston

Merton Osborne
Robert Borgen

Superior Redi-Mix, Inc.

REDI-MIX CONCRETE — CRUSHED ROCK — WASHED SAND and GRAVEL — SHOVEL and TRACTOR EXCAVATING

Baker, Oregon

December 12, 1960

Oregon State Highway Commission
Attention - Floyd Query, Sec.
Salem, Oregon

Re: Your letter of 12/8/60
Keystone Construction Co.

Dear Sirs:

We wish to advise that Keystone Construction Company has paid a portion of their total bill. Their partial payment was in the amount of \$740.88, leaving a balance due us of \$2074.50. You may wish to forward this information on to the surety.

Very truly yours,

SUPERIOR REDI-MIX, INC.

Albert Johnston
Albert Johnston, Sec.-Treas.

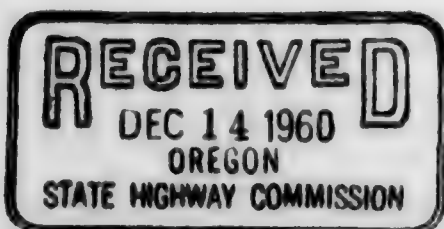
lm

*See,
please handle
etc.*

NOTED
FLOYD QUERY

#5604

740.88
+2074.50
2,815.38



RECEIVED
DEC 13 1960

FOR FILING

1 JAN 7 (1) 1961
5604

December 13, 1960

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

We have received a letter from Norris Paint & Varnish Co., Inc., dated December 8, informing us that they have received payment in the amount of \$193.75 from Keystone Construction Co., Inc., for materials furnished on State Highway Contract No. 5604.

A description of this claim was outlined to you in our letter of December 1, 1960.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
635 N. Main Street
Prineville, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD
cc

RECEIVED
DEC 13 1960

FOR FILING

1-41N-7(1) 306

3704

December 13, 1960

Norris Paint & Varnish Co., Inc.
1710 Front Street N. E.
Salem, Oregon

Attention: Mr. S. P. Rosenbaum
Secretary-Treasurer

Gentlemen:

This is to acknowledge your letter of December 8 informing us that you have received payment from Keystone Construction Co., Inc., in the amount of \$193.75 for materials furnished on State Highway Contract No. 5604.

This information will be noted in our records and we will inform the surety and the contractor of this satisfaction of claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

cc

PHONE EMpire 4-2278



NORRIS PAINT & VARNISH CO., Inc.

1710 FRONT STREET N.E.

SALEM, OREGON

DECEMBER 8, 1960

SECRETARY OREGON STATE HIGHWAY COMMISSION
133 STATE HIGHWAY BUILDING
SALEM, OREGON

MR. FLOYD QUERY:

DEAR MR. QUERY:

WE HAVE TODAY RECEIVED PAYMENT FROM KEYSTONE CONSTRUCTION
COMPANY IN THE AMOUNT OF \$193.75 TO COVER OUR CLAIM OF NOVEMBER
30, 1960 ON HIGHWAY PROJECT #504 AT BAKER, OREGON.

WILL YOU PLEASE NOTIFY THE SURITY OF THIS SATISFACTION OF
CLAIM, AND ASK THEM TO CANCEL OUR REQUEST.

THANK YOU MOST SINCERLEY FOR YOUR COOPERATION IN THIS
MATTER.

VERY TRULY YOURS,


S. P. ROSENBAUM
SECRETARY-TREASURER



RECEIVED
DEC 9 - 1960

FOR FILING

1-80N-7(1) 386

5704

December 8, 1960

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland, Oregon

Gentlemen:

We have received a letter from Superior Redi-Mix, Inc., Baker, informing us that it was State Highway Contract #5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, on which they furnished materials.

A description of this claim in the amount of \$2,815.38 was outlined to you in our letter of December 2.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

le

RECEIVED
DEC 9 - 1960

FOR FILING

1-40N-7(1) 200
5604

December 8, 1960

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

We have received notification, dated December 5, from the Secretary of State informing us that the claim of Norris Paint & Varnish Co., Inc., in the amount of \$193.75 against Keystone Construction Co., Inc., on Contract 5604 has now been filed in his office, his File No. 3737.

A description of this claim was outlined in our letter to you of December 1.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

dc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

December 5, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from you, and filed as of this date, a notice of claim by Norris Paints, 1710 Front Street N. E., Salem, Oregon for Latex sold to Keystone Construction Company in the sum of \$1.89.00 with interest at the rate of 1 % per month for a total of \$193.75 as of December 1, 1960 for use on Project 5604 at Baker, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By

Geo. Stephens

Public Records Section

GS:FL
Enc.



PHONE EMPIRE 4-2278



NORRIS PAINT & VARNISH CO., Inc.
1718 FRONT STREET N.E.
SALEM, OREGON

NOVEMBER 30, 1960

MR. FLOYD QUERY
SECRETARY OREGON STATE HIGHWAY COMMISSION
133 STATE HIGHWAY BUILDING
SALEM, OREGON

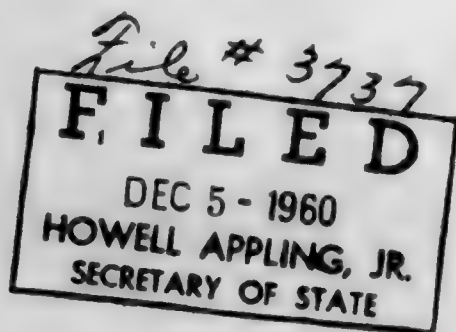
DEAR MR. QUERY:

OUR FIRM HAS SOLD TO KEYSTONE CONSTRUCTION COMPANY \$189.00
WORTH OF SUPPLIES FOR USE ON PROJECT 5604 AT BAKER, OREGON:

OUR INVOICES ARE DATED 8/25/60 # 17730 AND 10/18/60 # 10550,
COPIES ARE ATTACHED. OUR POLICY IS TO ADD INTEREST AT THE RATE OF
1% PER MONTH ON PAST DUE ACCOUNTS. ALL TOTALED THIS AMOUNTS TO
\$193.75 AS OF DECEMBER 1, 1960.

WE WISH TO PLACE A CLAIM IN THIS AMOUNT AGAINST PROJECT
5604.

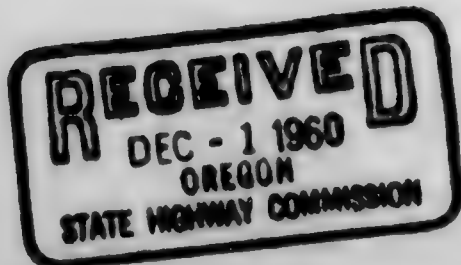
VERY TRULY YOURS,



S. P. Rosenbaum
S. P. ROSENBAUM
SECRETARY-TREASURER

SPR:SA

ENCLS: 2



PHONE EMPIRE 4-2278



NORRIS PAINT & VARNISH CO., Inc.
1716 FRONT STREET N.E.
SALEM, OREGON

NOVEMBER 30, 1960

MR. FLOYD QUERY
SECRETARY OREGON STATE HIGHWAY COMMISSION
133 STATE HIGHWAY BUILDING
SALEM, OREGON

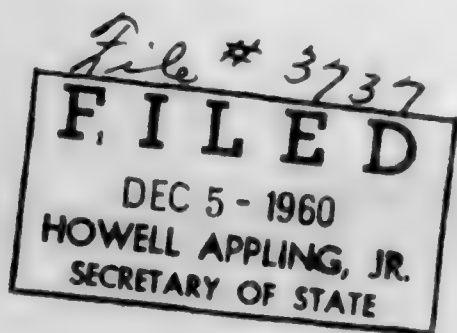
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OUR FIRM HAS SOLD TO KEYSTONE CONSTRUCTION COMPANY \$189.00
WORTH OF SUPPLIES FOR USE ON PROJECT 5604 AT BAKER, OREGON:

OUR INVOICES ARE DATED 8/25/60 # 17730 AND 10/18/60 # 10550,
COPIES ARE ATTACHED. OUR POLICY IS TO ADD INTEREST AT THE RATE OF
1% PER MONTH ON PAST DUE ACCOUNTS. ALL TOTALED THIS AMOUNTS TO
\$193.75 AS OF DECEMBER 1, 1960.

WE WISH TO PLACE A CLAIM IN THIS AMOUNT AGAINST PROJECT
5604.

VERY TRULY YOURS,



S. P. Rosenbaum
S. P. ROSENBAUM
SECRETARY-TREASURER

SPR:SA

ENCLS: 2



RECEIVED
DEC 9 - 1960

FOR FILING

1-80N-7(1)314

December 8, 1960

Superior Redi-Mix, Inc.
Baker
Oregon

Attention: Mr. Albert Johnston
Sec.-Treas.

Gentlemen:

Thank you for your letter of December 6 informing us that Keystone Construction Co., Inc., Contract No. 5604 is the project on which you furnished materials.

We will inform the surety of the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

dc

CWH:fp

Phone JA 3-4544
Albert Johnston

Merton Osborne
Robert Borgen

Superior Redi-Mix, Inc.

REDI-MIX CONCRETE — CRUSHED ROCK — WASHED SAND and GRAVEL — SHOVEL and TRACTOR EXCAVATING

Baker, Oregon

December 6, 1960

State Highway Department
Attn.: Floyd Query, Sec.
Salem, Oregon

Re: Dec. 2, 1960 letter
Keystone Construction Co.

Dear Mr. Query:

Thank you for your prompt and informative reply to the above matter.

The contract involved is No. 5604, Baker-Pleasant Valley Section on the Old Oregon Trail Highway.

We are in the process of completing a claim form as outlined in the instructions you mailed us.

Very truly yours,

SUPERIOR REDI-MIX, INC.

Albert Johnston
Albert Johnston, Sec.-Treas.

lm

NOTED
FLOYD QUERY



December 2, 1960

Superior Redi-Mix, Inc.

Baker, Oregon

Attention: Mr. Albert Johnston, Secretary-Treasurer

Gentlemen:

This is to acknowledge your letter of November 30 stating that Keystone Construction Company owe you \$2,815.38 for materials furnished. The Keystone Construction Company has two State Highway contracts in Baker County, as follows:

* Contract 5604, grading the Baker-Pleasant Valley Section on the Old Oregon Trail Highway. This project is approximately 73% completed.

Contract 5769, grading-paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway, approximately 11% completed.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bond on both of these contracts, which bond is given to assure completion of the contract and payment of all bills incurred in it. If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. The State does not make payment of claims, but looks to the prime contractor and surety for such payment.

Attached are excerpts from the Oregon laws outlining the filing procedure. In the meantime this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

P.S. Please advise which contract this involves.

December 2, 1960

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland, Oregon

Gentlemen:

A letter has been received from Superior Redi-Mix, Inc., Baker, Oregon, advising that Keystone Construction Company owe them \$2,815.38 for the furnishing of materials.

Their letter does not give a description of the contract or the contract number. Our records indicate that Keystone Construction Company, Inc. have two contracts in Baker County, as follows:

Contract 5604, grading the Baker-Pleasant Valley Section on the Old Oregon Trail Highway, and

Contract 5769, grading-paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway.

We provide this information as your company appears as surety on the two performance bonds furnished with these contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

cc: Keystone Construction Company, Inc., P. O. Box 55, Prineville
Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4

Commission
W. C. Williams
Forrest Cooper

P.S. We have asked the Superior Redi-Mix people to inform us of the correct contract. We will let you know later the contract number.

Phone JA 3-4644
Albert Johnston

Merton Osborne
Robert Borgen

Superior Redi-Mix, Inc.

REDI-MIX CONCRETE — CRUSHED ROCK — WASHED SAND and GRAVEL — SHOVEL and TRACTOR EXCAVATING

Baker, Oregon

November 30, 1960

State Highway Department
State Highway Building
Attn.: Floyd Query
Salem, Oregon

Re: Keystone Construction

Dear Mr. Query:

We have sent numerous statement to Keystone Construction Company for \$2815.38 due us. They have not acknowledged our statements in any way. We did a considerable amount of work to make this water available to them.

We are writing you with the thought that you might be in a position to assist us in this collection.

May we hear from you in this matter.
Thank you.

Very truly yours,

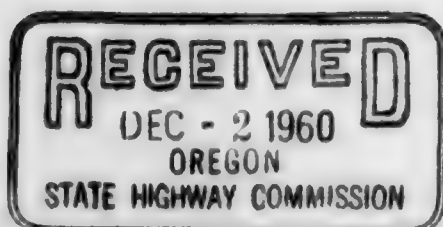
SUPERIOR REDI-MIX, INC.

Albert Johnston
Albert Johnston, Sec.-Treas.

AJ:lm

As of 11/25/60
5604-(73%)
5769-(47%)

cc, please handle



RECEIVED
DEC 2 - 1960

FOR FILING

1-800
304

December 1, 1960

Norris Paint and Varnish Co., Inc.
1710 Front Street, N.E.
Salem, Oregon

Att: S. P. Rosenbaum, Secretary-Treasurer

Dear Sir:

This is to acknowledge receipt of your claim letter of November 30 stating that Keystone Construction Company owe you \$193.75, including interest as of December 1, 1960, for supplies furnished on State Highway Contract 5604.

This appears to be the Keystone Construction Co., Inc. contract for grading the Baker-Pleasant Valley Section on the Old Oregon Trail Highway in Baker County. Our Construction Division informs us that this project is approximately 73% completed.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it. So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

NOTED ON CARD

cc

December 1, 1960

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim for filing, with attached invoices, in the amount of \$193.75, including interest as of December 1, 1960, received from Norris Paint and Varnish Company, Inc., for supplies furnished to Keystone Construction Company, Inc., 635 N. Main Street, Prineville, Oregon

This appears to be in connection with our Contract 5604, Keystone Construction Company, Prime Contractor, grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

The surety on this contract is the American Insurance Company and the agent is Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj

NOTED ON CARD

cc

December 1, 1960

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter dated November 30, with attached invoices, has been received from Norris Paint and Varnish Co., Inc., Salem, advising that Keystone Construction Company owes them for supplies in the amount of \$193.75, including interest as of December 1, 1960.

This appears to be in connection with the Keystone Construction Company Contract No. 5604, grading the Baker-Pleasant Valley Section on the Old Oregon Trail Highway in Baker County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of the letter.

This information is provided as your company appears as surety on the performance bond on this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Att:

Secretary

CWH:rj

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave., Portland 4

Keystone Construction Co., Inc.
635 N. Main Street (P.O. Box 55)
Prineville, Oregon

Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD



PHONE EMpire 4-2278



NORRIS PAINT & VARNISH CO., Inc.

1710 FRONT STREET N.E.

SALEM, OREGON

NOVEMBER 30, 1960

MR. FLOYD QUERY
SECRETARY OREGON STATE HIGHWAY COMMISSION
133 STATE HIGHWAY BUILDING
SALEM, OREGON

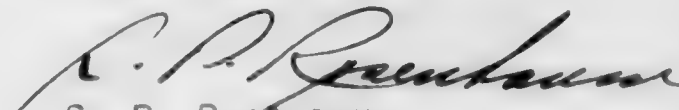
DEAR MR. QUERY:

OUR FIRM HAS SOLD TO KEYSTONE CONSTRUCTION COMPANY \$189.00
WORTH OF SUPPLIES FOR USE ON PROJECT 5604 AT BAKER, OREGON.

OUR INVOICES ARE DATED 8/25/60 # 17730 AND 10/18/60 # 10550,
COPIES ARE ATTACHED. OUR POLICY IS TO ADD INTEREST AT THE RATE OF
1% PER MONTH ON PAST DUE ACCOUNTS. ALL TOTALED THIS AMOUNTS TO
\$193.75 AS OF DECEMBER 1, 1960.

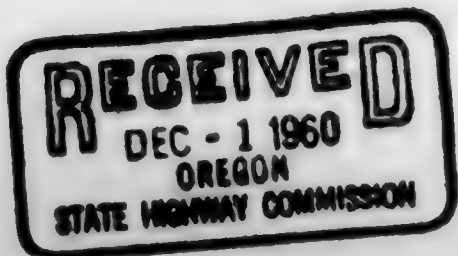
WE WISH TO PLACE A CLAIM IN THIS AMOUNT AGAINST PROJECT
5604.

VERY TRULY YOURS,


S. P. ROSENBAUM
SECRETARY-TREASURER

SPR:SA

ENCLS: 2



100 WEST ST. N. E.
LAUREL OREGON

PHONE
EMpire 4-2278

NORRIS PAINTS

DATE 12-11-19
S
H State Street
I
P 56 Baker
T
O

1998

SALESMAN

TERMS

MARKETING

THE UNIVERSITY OF CHICAGO

TOTAL

1994

THE FUTURE

RECEIVED
NOV 17 1960

FOR FILING

1-90N-7(1)316

5614 .LGM

LAG PMT 140 11-16-60 3:35PM

A P PARSON

SHD EBE A F PARSON

THE UNION PACIFIC COMPANY ADVISES THAT PERMIT FOR HAUL ROAD, STATION 685 TO STATION 658 AND CROSSING AT PLEASANT VALLEY SECTION QUARTERS IS APPROVED SUBJECT TO ADEQUATE FLAGGING BY UNION PACIFIC PERSONNEL AT CONTRACTOR'S COST. CONTRACTOR MUST ASSUME ALL EXX RESPONSIBILITY FOR HIS OPERATIONS IMPOSED BY THE PERMIT. COPY OF LETTER OF OCTOBER 18, 1960 FROM KEYSTONE CONSTRUCTION COMPANY SUPERINTENDENT TO OUR R. R. CAMERON BEING SENT BY MAIL. CONTACT ORR OF UNION PACIFIC FOR FLAGMEN.

G. S. PAXSON
JH)+.

NOTED
G. S. PAXSON

RECEIVED
NOV 17 1960

FOR FILING

1-80N-7(1) 204
5604

Salem, Oregon
November 16, 1960

Mr. A. F. Parson

I am attaching copy of a teletype sent you today concerning a permit from the Union Pacific for a haul road and crossing of their tracks at Pleasant Valley. I am also attaching a copy of a letter from the General Superintendent of the Keystone Construction Company to Mr. R. R. Cameron, our resident engineer, agreeing to accept any responsibility which might devolve upon the State in connection with the permit.

Mr. Brown of the Union Pacific Company, is to contact Mr. Orr advising of approval of the permit.

G. S. Parson
Assistant State Highway Engineer

Attach.

OSPI:as

cc to: Mr. F. B. Klaboe

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NOV 13 1960

UNION PACIFIC RAILROAD COMPANY

FOR FILING

ENGINEERING DEPARTMENT

1-9114-7(1)306
R. M. BROWN DISTRICT ENGINEER NORTHWESTERN DISTRICT
5604

829 PITTOCK BLOCK
PORTLAND 5, OREGON

November 16, 1960

State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. G. S. Paxson, Assistant State Highway Engr.

Dear Mr. Paxson:

With reference to our telephone conversation today, regarding the settlement we have experienced in our track between Milepost 356.3 and Milepost 356.5 adjacent to your highway construction project in the vicinity of Pleasant Valley.

Our Assistant Engineer and Roadmaster made inspection of this condition with your Division Engineer Parsons, Assistant Division Engineer Coultier and Resident Engineer Cameron.

This settlement in our grade has developed since the State Highway Department constructed a channel change of Alder Creek in connection with the relocation of the highway. The flow line of this channel change is about 20 feet higher than the old channel, which places the water against our grade at a much higher elevation. As a result, the grade has become saturated and is settling under traffic.

After making the above-mentioned inspection, it was concluded by all concerned that the condition could be alleviated by constructing a counterweight fill adjacent to our existing grade, which fill would be constructed of rock material, 16 feet wide at the top and constructed up to our subgrade elevation. This will also involve a 24 ft. extension of our culvert at Milepost 356.39. All of this work will, of course, be performed at State expense.

It is felt that this counterweight fill will eliminate any possibility of a sudden failure of our embankment under traffic, but may not eliminate entirely

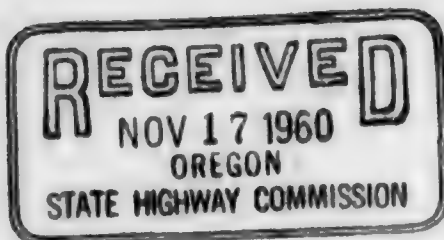
NOTED
G. S. PAXSON

- 2 -

the continued settling of our track under heavy rail movements due to additional compaction of our fill material under a saturated condition. If this slow settlement continues to occur, we will arrange to raise our track on ballast as necessary, billing the State for the expense of so doing. I believe, however, after the counterweight fill is constructed the subgrade condition will eventually consolidate itself and do not believe we will experience any long-lasting settlement after this corrective action is taken.

Yours very truly,

L. M. Brown



RECEIVED
NOV 17 1960

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 15, 1960

SUBJECT: Baker-Pleasant Valley Section

To:

MEMO TO THE FILES

Mr. Parson called this date and informed me that the Union Pacific Railroad track was settling near Station 700 - 710 and that cracks were appearing at the shoulderline of the railroad fill. He stated that the local railroad maintenance people have already raised the tracks four inches, but that it was still settling.

The reason given is as follows: In order to raise Alder Creek to the flow line elevation of a box culvert, the creek bed was raised (as planned) 15 to 20 feet. This in turn raised Alder Creek to such an extent that it reached and saturated the railroad fill causing said settlement.

He has checked with railroad man Mr. Orr and together they decided to use excess rock material to construct a counterbalance up the side of the fill about one scraper wide.

I informed Mr. Paxson who in turn talked with division railroad people who will check further into the matter. In the meantime, Parson is continuing to construct the counterbalance.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper
G. S. Paxson
A. F. Parson

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NOV 17 1960

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NOV 17 1960

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NOV 11 1960

FOR FILING

1-80N-7(1)571

5604

To:

Mr. Leonard I. Lindas
Chief Counsel
Office

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 10, 1960

SUBJECT:

Troy Complaints

Baker-Pleasant Valley and
Pleasant Valley-Hill Creek
Sections
Old Oregon Trail Highway

On October 19, 1960 you wrote this office requesting a report on a list of complaints forwarded by the Troys through their attorney Mr. Tony Yturri. On October 24, I answered your letter setting forth the facts covering each of these complaints. As stated in my letter at that time, the information was transmitted via telephone from the field office.

I now forward you a further report on the various complaints from Resident Engineer Weber, Resident Engineer Cameron, and Division Engineer Parson. Their reports amplify somewhat my original report.

For your further information, we have begun drilling the well on the Lammert property in accordance with your request. It is estimated that the total cost of said well and appurtenances will amount to \$1,300. The Right of Way Department is handling the financial details while we are handling the actual construction details.

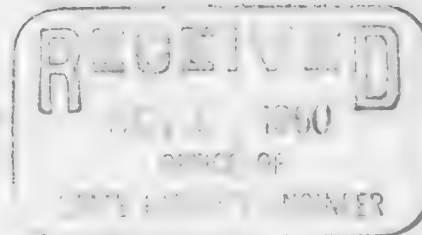
I believe this report does the job of cleaning up the details of the latest Troy complaint.

Tom Edwards
Construction Engineer

By

F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp
Enc.
cc Forrest Cooper
W. T. Wright



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 4, 1960

To:

SUBJECT: Troy Complaints
Baker-Pleasant Valley Section
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway

Mr. Tom Edwards
Construction Engineer
Salem

Pursuant to your request for a report on subject complaint Mr. Cameron and Mr. Weber have submitted the attached reports. This confirms my previous phone conversation on the same subject.

There have been no further developments and arrangements are being made to start the well immediately. Mr. Chatwood, of the Right of Way Department, is handling the details as per instructions by Mr. Klaboe.

A. F. Parson
A. F. Parson
Division Engineer

AFP:gb

REFERRED TO

Klaboe
By Asst. Construction Engineer

CONSTRUCTION DIVISION

RECEIVED

NOV 7 1960

NOTED--

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NOTED
H. S. COULTEROREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCEBaker, Oregon
November 1, 1960

SUBJECT: Complaint's from the Troys

To: Mr. A. F. Parson
Division Engineer

La Grande, OregonRECEIVED
NOV 1 1960
DIVISION OFFICE
LA GRANDE

Regarding subject complaints, and to confirm and amplify my previous telephone report, the following is submitted:

1. Investigation of the complaint about Keystone Construction Company's foreman, Haymond, revealed that there may be basis for their accusations. I asked Mr. Chinn, Superintendent for Keystone to instruct Mr. Haymond to stay away from the Troys. This he did in my presence.

2. Bids for Drilling and casing a new well to a depth of 150' adjacent to the Lammert house on the Troy property were secured from three well drillers, and an estimate for replacing the existing shallow well pump with a deep well pump was secured from the Britton Equipment Co. in Baker. The bids from the drillers are submitted herewith. As discussed previously, Mr. Lammert has indicated that A. W. Robinson's work would not be acceptable to him, so this bid was not considered. The other two bids were apparently identical. It is recommended that the Holloway Drilling Co. be selected to do this drilling, because the bid is more explicit, and, according to information which we have, the Holloway Drilling Co. is better equipped to do the work. Estimated cost of a deep well pump installation, including all necessary material and labor, is approximately \$400.00.

I have spoken to both Mr. Lammert and to Wayne Troy regarding the other shallow well near the Lammert house and southwesterly therefrom. Both Mr. Lammert and Wayne Troy agreed that our replacing of the one well adjacent to the house with an adequate well will effectively replace both of these existing wells. Wayne Troy also expressed the opinion that Misses Frances and Elizabeth Troy would also be satisfied with this arrangement.

I discussed the matter of the third well with the Misses Troy and they claimed that the level of this well has dropped some 25 feet. This is a 6 inch drilled well, 146 feet deep, located about $\frac{1}{4}$ mile Easterly from the Lammert house and across the railroad and the existing highway. This well is also about $\frac{1}{4}$ mile Northeasterly from Engineer's Station 608 $\frac{1}{2}$ of our new construction.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
November 1, 1960

SUBJECT: Complaint's from the Troys

To: Mr. A. W. Parson
Division Engineer

Page Two

It is also across the railroad, and the existing highway from our new construction, and about 400 feet beyond. Between our new construction and the railroad, and on a direct line with this well, there is a spring-fed swamp which has not been drained by our construction activity. I spoke to Mr. Lammert about this well. He stated that the well, which was drilled to provide stock water, has not been entirely satisfactory. He stated that, when he was using the well to water stock, he supplemented the water from the well with additional water which he hauled. He stated that he has not used this well for several years.

3. The encroachments by the Contractor referred to by Wayne Troy consist of the following, none of which has occurred recently:

a. Two clearing fires which escaped control and burned some of the Troy rangeland adjacent to the right-of-way in the vicinity of Pleasant Valley. While controlling these fires, the Contractor dug fire trails around the burned areas. The Troys have requested that the fire trails be leveled up and the area reseeded. Mr. Chinn, Superintendant for the contractor, has assured me that this would be done.

b. Encroachment on the Troy property in the vicinity of Station 641⁺ on the Baker-Pleasant Valley Section by the contractor's equipment moving through the project. No discernable damage to the Troy property was caused by this encroachment.

c. A clearing fire which escaped control on the Pleasant Valley-Hill Creek section near Wayne Troy's former residence. This fire burned over a steep, rocky hillside. The Troy sisters claim that the fire damaged some native Juniper trees which were being allowed to grow for future use as fence posts. It appears that the damage, if any, caused by this encroachment is quite small.

4. There have been several instances, none recent, wherein the contractor has been lax in erecting and maintaining adequate temporary fences to contain the stock of adjacent property owners, both on the Baker-Pleasant Valley Section, and on the Pleasant Valley-Hill Creek Section. The contractor has been repeatedly warned by both Resident Engineer Weber and myself that adequate fences must be maintained at all times to keep stock from straying from adjacent lands. Cattle belonging to the Troys have also strayed upon the highway recently through the Troy's own fences.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon

November 1, 1960

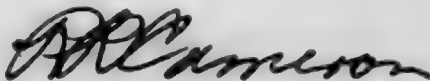
SUBJECT: Complaint's form the Troys

To: Mr. A. F. Parson
Division Engineer

Page Three

5. Under terms of the contract, particularly Section 1.7.10 of the Standard Specifications, it is the contractor's responsibility to see to it that fences are up so that stock won't spray.

6. The temporary fence put up by Wayne Troy, and which the contractor would not allow him to salvage was on the Pleasant Valley-Hill Creek Section. The contractor later changed his position and told Wayne that he could take the fencing material. Part of Troy's existing fence which lies within our right-of-way is badly in need of repair. The contractor has not done any work in this area as yet. The Troys wish is that they be allowed to salvage any material, particularly new steel posts, which they use in making repairs to said fences which must be removed later on. This seems to be a reasonable request, and the contractor has been asked to cooperate in this matter. Mr. Chinn, the contractor's Superintendant has indicated that the Troys will be allowed to salvage their fencing material.



R. R. Cameron
Resident Engineer

cc: L. A. Weber

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
October 25, 1960

SUBJECT: Trey report
Pleasant Valley - Mill Creek
Contract # 5769

To: A. F. Parson
Division Engineer
LaGrande, Oregon

The following is a written report, as requested, on the latest Trey complaints:

The contractor has promised to tone down his foreman, Lloyd Raymond, and to keep him away from the Treys unless necessary to contact them on business.

There have been some encroachments in the past, notably when the contractor entered upon the property before Sept. 9. A fire broke away just westerly of the Wayne Trey house and scorched some juniper trees on the hillside. In the same area the contractor, while clearing, went back of the right of way an area of about 10' x 100' on the hill side.

There was one other incident where some one, not necessarily the contractor's forces, tore the siding from one of the cabins to get a money deposit.

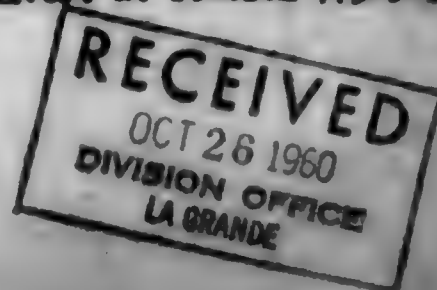
The contractor has been warned not to get upon the Trey property outside of the right of way at any time for they have threatened to have anyone so doing arrested.

There have been no other cases of stock getting on the road due to contractor operations since the meeting you had with them on Sept. 25, 1960. I did however, find a hole in the fence after that which I had the contractor repair immediately.

There was one occasion where some cattle came out on the highway, but this time they came out through an original fence beyond the new right of way line where the contractor has not done any work.

With regard to the temporary fence- The contractor has relented and allowed them to salvage their fence where they had placed some steel posts on a temporary basis.

They have had numerous other complaints most of which have already been tabulated in a previous letter. There have however, been some new ones. One of these was with regard to the outlet ditch necessary for the box culvert at station 775+70.



A.F. Parson

-2-

Trey report
Oct 25, 1960

This complaint was that the ditch was too deep and the sides were too steep to allow stock to cross. I have staked the ditch on a flat grade to enable us to get out of the cut as soon as possible and the stock can cross within approximately 150' of the end of the box where the cut is only one and a half feet.

They were asking what was to be done about reestablishing their irrigation facility at this point. I gave them no definite answer except that we could do it by using a headgate at the outlet end of the box culvert and a pipe parallel to the center line and just inside of the right of way to a point where the water would have a free fall to their old diversion point. I am forwarding under separate cover a sketch map showing this proposal.

I also told the Treys that any claims they had would have to be put in writing and in general directed to the contractor, especially where the claims would be solely against him.



Loren A. Weber
Resident Engineer

A.F. Parson

-2-

Trey report
Oct 25, 1960

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Loren A. Weber
Loren A. Weber
Resident Engineer

RECEIVED
FORM E-30X 50M 2-60 4-119

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

November 2, 1960

SUBJECT: Baker-Pleasant Valley Section

To:

MEMO TO THE FILES

During the construction of this project, the State Highway Department dug a drainage ditch along the northerly side of our proposed facility near Station 600 in order to drain a swampy area. This ditch dried up the domestic water system serving the Lammert home. Mr. Lammert has leased this property from the Troys for some eleven years and has always had enough water prior to our work in the area.

A report from the Division Engineer and the Division Geologist stated unequivocally that the loss of the well was the result of State Highway work.

Mr. Lindas has been negotiating with the Troy family through their attorney, Mr. Tony Yturri, and has requested that we replace the water system rather than making a monetary settlement for its value. In keeping with this request, we have obtained bids from three local drillers and determined that the best driller is the Holloway Drilling Company, 80 Hillcrest, Ontario, who will do the necessary drilling and casing, developing and testing work for a price of \$6 per foot. The Division estimates that a maximum of 150 feet of drilled well will be required for a total cost of drilling of \$900. A 3/4-horse pump will cost an additional \$200. Plumbing, labor and other materials to complete the installation will cost another \$200, for a total cost to replace the system of \$1,300.

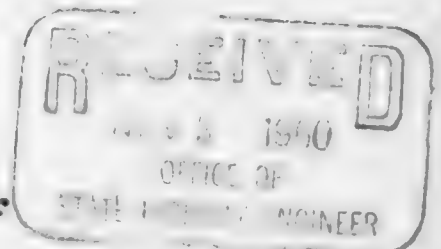
This information was passed on to the Legal Division who requested us to do the work as outlined. A check with the Right of Way Department was also made and their approval of the method of handling obtained. The financial matters will be handled through the Right of Way Department but the actual construction will be handled by the Division Engineer.

Tom Edwards
Construction Engineer

By

[Signature]
F. B. Klaboe
Field Construction Engineer

FBK:fp
cc Forrest Cooper
L. I. Lindas
A. F. Parson
Walter T. Wright



RECEIVED
OCT 27 1960

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 26, 1960

SUBJECT: Baker-Pleasant Valley Section
Contract No. 5604

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Enclosed find a copy of a letter from the contractor on this section, Keystone Construction Company, Inc., with which he formally requests we obtain for him an easement from the Union Pacific Railroad for a haul road. Said easement between Station 658 to 685 and a crossing at Pleasant Valley was requested from the railroad in behalf of the contractor by you recently.

The contractor also states in this letter that he will conform to all regulations and restrictions set forth by the railroad.

Tom Edwards
Construction Engineer

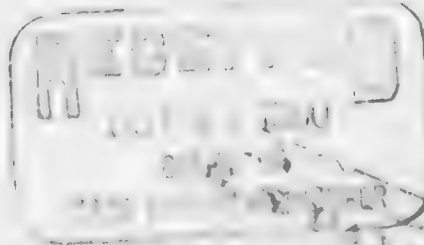
By *J. B. Klaboe*
J. B. Klaboe
Field Construction Engineer

FBK:fp

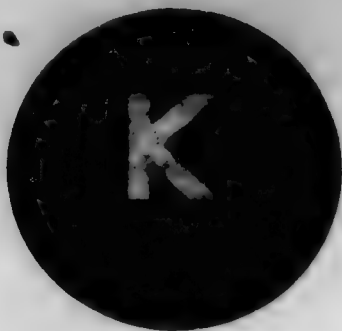
Enc.

10/27/60

*Approved by [signature] who
promised to expedite
HHP*



OCT 18 1960



GENERAL CONTRACTORS

October 18, 1960

Mr. R.R. Cameron
Resident Engineer
2695 Church Street
Baker, Oregon

Dear Sir,

Keystone Construction Company wishes an application to be sent to the Union Pacific Railroad Company for access to the railroad right-of-way from station 685/00 to station 658/00, and the crossing at the Pleasant Valley Section Quarters so that we may complete our work from station 667/50 to station 687/00.

Keystone Construction Company will conform to all regulations and restrictions set forth by the Union Pacific Railroad Company while we are in the railroad right-of-way.

Keystone Construction Company wishes to proceed with the work from station 667/50 to station 687/00 October 25, 1960.

Your immediate attention to the above matter will be greatly appreciated.

Sincerely yours,

A handwritten signature in cursive script, appearing to read 'A. J. Chenier'.

General Superintendent
Keystone Construction Co.

74
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OCT 27 1960

FOR FILING

1-80N-7(1)306

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 24, 1960

SUBJECT: Troy Complaints
Baker-Pleasant Valley Section
Old Oregon Trail Highway

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Reference is made to a Memo to the Files dated October 19, 1960 by Mr. Linds in which six specific complaints made by the Troys through their attorney, Mr. Tony Iturri, are enumerated. I list below each complaint along with our answers to them.

1. Domestic water supply well on property leased to Lammert has gone dry. We should replace with an adequate well. Answer: We have accepted liability for this well already. Since receiving word to construct a new drilled well, we have requested bids from four drillers. We expect their estimates in a day or two and will then ask Legal for authority to proceed.

2. Two other wells on the Lammert property have also gone dry. One is southwest of the house and one is northeast of the house. Answer: The well southwest of the house is a shallow dug well constructed by the renter (Lammert). It is dry, but Lammert no longer has any use for it. We have not determined whether it is dry due to our work or not. The well northeast of the house is more than $\frac{1}{2}$ mile away from the highway. Lammert states that it is no good now and that it never was any good.

3. Mr. Troy claims out contractor, Keystone Construction Company, has encroached on his land. Answer: The contractor did trail a grass fire off the right of way onto Troy's property. He tore up the ground a little and will smooth it out later. This is an old complaint that had apparently been settled some time ago. No other encroachments known.

4. Keystone's foreman, Bill Hayman, annoys the Troy sisters on Sundays in an intoxicated condition. Answer: Hayman will be instructed by his organization to leave the Troys alone when drinking. ✓

5. Keystone has not put up fences to contain stock. Answer: This is another old complaint which was apparently settled some time ago. Keystone now has fences where they are needed to contain stock and is continuing to be careful about pursuing the matter as the need arises. Stock has recently escaped through the Troy's own fences that we are not concerned with. It is the contractor's responsibility to provide temporary or permanent fences to contain stock where necessary.

Leonard Linds

Mr. Forrest Cooper

-2-

October 24, 1960

6. Troy has put up temporary fences and then is not allowed to salvage same. Answer: The foreman for the Keystone did stop the Troys from salvaging some old fence they had on the right of way. He has since reversed his stand.

This information was received via telephone. A further report will be forthcoming by letter in a few days.

Tom Edwards
Construction Engineer

[Signature]
S. B. Klabe
Field Construction Engineer

FBK:fp

cc L. I. Lindas
A. F. Parson

PLEASE RETURN TO
FORREST COOPER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 19, 1960

Salem, Oregon

SUBJECT: L-3336 R-28056
L-3398 R-29175
Wayne Troy
Baker-Pleasant Valley Section
Old Oregon Trail Highway

To: Mr. Forrest Cooper
Deputy Highway Engineer

OFFICE

I am forwarding herewith a copy of the gist of a telephone conversation I had with Mr. Tony Yturri relative to the Troy and Becker cases.

He was particularly interested in having Mr. Webber or Mr. Cameron call on Wayne Troy relative to the contractor working outside of the right of way, and he also was concerned about the wells going dry.

I haven't had a chance to see the contract yet, however, I presume our special specs require the contractor to keep the right of way fenced during construction so that the cattle on the adjoining property will not stray.

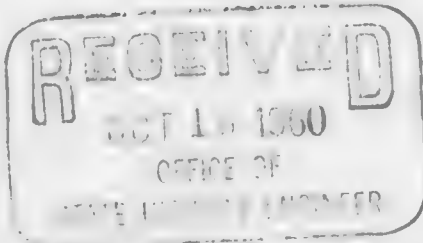
If there is anything I can do to help in bringing this rather difficult case to a close, I will be more than happy to do so.

In the interim, Mr. Yturri tells me he will write me a letter setting forth their compromise offer to bring this matter to a close. The money demanded will be the same, however, there are one or two items concerning construction that they would like to have done and will write me concerning the same.

L. I. Lindas
L. I. LINDAS
Chief Counsel

LIL:dc

Encl.

NOTED
FORREST COOPER

PLEASE RETURN TO
FORREST COOPER

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

October 19, 1960

Salem, Oregon

SUBJECT: Files L-3336 R-28056

L-3398 R-29175

Wayne Troy

Baker-Pleasant Valley Section

Old Oregon Trail Highway

To: MEMO TO THE FILE

Received telephone call October 17, 1960, from Mr. Tony Yturri, attorney representing the Troys, who made the following statement:

With respect to the well previously reported by our department as having gone dry by virtue of construction of the new highway across the Troy property, it is the desire of the Troys that we replace the well in kind.

They also state there are two other wells, one northeast of the house and one southwest of the house that they are going to check which they also believe have gone dry by virtue of the construction of the highway in this vicinity.

Mr. Wayne Troy has asked Mr. Yturri that we have either Mr. Cameron or Mr. Webber call upon him relative to the construction of the highway across their property. It is Mr. Wayne Troy's opinion that the contractor is working outside of the right of way lines and he would like either Mr. Cameron or Mr. Webber to meet with him so that he can point out the places that he has in mind, and is hopeful that Mr. Webber or Mr. Cameron would make the necessary measurements to indicate whether or not the contractor is working outside of the right of way.

Mr. Wayne Troy further complains that Mr. Bill Hayman, who is the foreman for the Keystone Construction Company, invariably comes around the Troy property on Sundays in an intoxicated condition and gives all of the Troy sisters a bad time.

He further states that the Keystone Construction Company in the construction of this highway are failing to put up fences to keep the Troy stock from wandering off their property onto the right of way.

He wishes to know whether or not it is the responsibility of the contractor to put up the fences to keep the stock from straying and, if

Memo to the File
October 19, 1960
Page 2

so, are hopeful that we will instruct the contractor so that this matter may be remedied.

He further states that in order to protect his own cattle, he had to put up a temporary fence on one or two occasions to keep his cattle in while the construction was going on, and that when he went back onto the right of way to remove the fence, Mr. Hayman, the foreman of the construction company, refused to let him do so. 6

He would appreciate it if we would take this matter up with the contractor to see that no further trouble is brought about because of their activity.

L. I. LINDAS
Chief Counsel

LIL:dc

cc: Bill Mansfield
Forrest Cooper

RECEIVED
OCT 11 1960

FOR FILING

1-80N-7(1)306
5604

October 10, 1960

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 17, Oregon

Re: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

Dear Mr. Baker:

We have approximately 120,000 yards of material originating in our highway excavation north of your tracks which is to be hauled across the tracks to an embankment on the south.

I am attaching two prints from a drawing entitled "Baker-Pleasant Valley Section - Proposed Haul Road", dated October 1960. It will be appreciated if you would grant a private haul road crossing at the location of the existing private crossing at your Station 4362+96. It is proposed that the material be hauled partially on your right of way and along the north side of the tracks from your Station 4392+99.9 to the location of the private crossing. Our contractor proposes to move this material starting October 15 with the estimated completion date not later than January 15.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc: Mr. R. M. Brown

attach.

cc: Mr. W. C. Williams
Mr. Fred Klaboe

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 7, 1960

To:

SUBJECT: Request for railroad crossing
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract No. 5604

Mr. Tom Edwards
Construction Engineer
Salem

Herewith copies of letters received from Keystone Construction Company along with Mr. Cameron's letters and our letters. This matter has been discussed with Mr. Baysinger of the Union Pacific Railroad who has advised that they will not recognize the request made by the contractor; that the request must come from the Highway Department. He further advises that he will not permit the crossing except as shown on the enclosed sketch submitted by Mr. Cameron, unless the contractor builds an overhead. The contractor has elected to build himself a haul road as shown on the attached sketch. As indicated by Mr. Chinn the contractor has made an honest effort to obtain a crossing on behalf of the contractor and in as much as the railroad refuses to negotiate with him I believe it is our obligation to contact Mr. Baysinger to obtain an easement for his haul road.

A. P. Parson
A. P. Parson
Division Engineer

APP:gb

CONSTRUCTION DIVISION
RECEIVED
OCT 10 1960

Kleibel
NOTED-

☒	☐	☐	☐	☐
CL	PL	AS	EC	OC

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
October 6, 1960

SUBJECT: Proposed Railroad Crossing
Baker-Pleasant Valley Sect.
Contract 5604

To: Mr. A. F. Parson
Division Engineer

La Grande, Oregon

Herewith is a sketch of the area near Pleasant Valley where the contractor desires a grade crossing in order to complete that portion of subject contract wherein it is necessary to haul material across the Union Pacific Railroad.

The proposed crossing would be at Railroad Station 4862+96 which is the location of an existing private crossing and which the Union Pacific R. R. officials have indicated would be acceptable to them. The costs of constructing and maintaining the haul road will be borne by the contractor, including the cost of protective services provided by the railroad.

There is approximately 115,000 cu.yd. (cut measure) of material to be hauled across the proposed crossing. The contractor desires to start this work about October 17, 1960 and he estimates that it will be completed in about thirty working days. It appears that about 60 calendar days would be enough time to complete this phase of the work.


R. R. Cameron
Resident Engineer

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon

October 4, 1960

**SUBJECT: Proposed Railroad Crossing
Baker-Fleming Valley
Contract 544**

To:

Mr. A. P. Parson
Division Engineer
La Grande

I have attempted to call Mr. Baysinger in regard to the request for temporary crossing, subject project, but so far have not been able to get in touch with him by phone. I finally got in touch with Bob Orr today and the only advice that Bob could offer was to the effect that we could discuss the matter with Mr. Baysinger and if the State Highway Department showed some interest in the crossing, the U.P. Railroad will probably loan with the contractor.

It is true that we are "third party" in this affair, but I still feel that it is in order to help the contractor get the crossings. If I don't get a chance to talk to Mr. Baysinger, I presume that you will. Otherwise this will die on your desk.

C. R. Cannon
Offing Engineer

CRC:4J

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
Sept. 28, 1960

SUBJECT: Proposed Railroad Crossing
Baker-Pleasant Valley
Contract 5604

To: Mr. A. F. Parson
Division Engineer

La Grande, Oregon

Herewith is further correspondence from Keystone Construction Co., Inc. regarding a proposed temporary grade crossing of the Union Pacific Railroad near Pleasant Valley.

If further information is required by the Union Pacific R.R., I would suggest that a conference be arranged between Keystone Const. Co., Inc. and Union Pacific R.R. and Highway Department representatives to determine what additional information is required.

R. R. Cameron
Resident Engineer

September 27, 1960

Mr. R. R. Cameron
Resident Engineer
2695 Church Street
Baker, Oregon

Dear Sir,

In reply to our conversation on the letter you received from Mr. A. F. Parson requesting additional information on the temporary grade crossing East of Pleasant Valley, Oregon; which Keystone Construction Company has requested from the Union Pacific Railroad Company.

Keystone Construction Company requests the temporary grade crossing at Union Pacific Railroad Company Station 4-275.2. The crossing will be used by earth moving equipment--including DW-21 Scrapers, Euclid loaders and an occasional crawler tractor that must shift from one part of the job to another.

Keystone Construction Company requests the permit to run continuous from October 15, 1960 through November 15, 1960, which will be sufficient time to move the 107,000 cu. yd. required.

All information was forwarded to Mr. Robert Orr, Union Pacific Railroad Company, La Grande, Oregon in a letter written July 27, 1960 with enclosures showing the profile of the crossing and general map of the area.

Due to the time period involved would you please forward an answer as soon as possible.

Sincerely yours,

General Superintendent
Keystone Construction Co.

AJO/agh

La Grande, Oregon
September 23, 1960

601-1040

Proposed Railroad Crossing
Baker-Pleasant Valley Section
Contract No. 5604

Mr. R. E. Cameron
Assistant Engineer
Baker

Further reference is made to Mr. Quinn's letter under date of
September 17, 1960 and your letter of September 18, 1960.

This has been discussed with Mr. Orr, the local representative
for the Union Pacific Railroad Company, who advises that Keystone
Construction Company should be more specific in their request;
where do they want the crossing and for how long a time. Upon
receipt of this information we will attempt to have the Union
Pacific Railroad Company grant permission.

A. F. Harris
Division Engineer

AFH:cb

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
Sept. 19, 1960

SUBJECT: Proposed Railroad Crossing
Baker-Pleasant Valley
Contract # 5604

To: Mr. A. F. Parson
Division Engineer

La Grande, Oregon

Herewith is a letter received from Mr. A. J. Chinn, General Superintendent of the Keystone Construction Co., Inc., regarding a proposed temporary grade crossing of the Union Pacific R. R. tracks near Pleasant Valley.

As indicated in Mr. Chinn's letter, application for the proposed temporary crossing has already been made to the Union Pacific R. R. Co. by Keystone and the application has been denied. Mr. Chinn's letter is a request that the Union Pacific R.R. Co. reconsider the denial of the temporary grade crossing.

Mr. Chinn has informed me that the Railroad, in denying the application, has suggested two alternatives: 1. Use of an existing crossing at Pleasant Valley; and 2. Construction of a temporary overhead structure at a point Easterly from Pleasant Valley (near our proposed permanent crossing).

Reasons No. (1) and (2) set forth by Mr. Chinn in his request for reconsideration have been checked for accuracy and have been found to be correct. Reason No. (3) is apparently based on the high cost of an overhead crossing structure.

Mr. Chinn has asked that we forward his request to the Union Pacific Railroad.


R. R. Cameron
Resident Engineer

September 12, 1930

Mr. R.R. Cameron
Resident Engineer
2695 Church Street
Baker, Oregon

Dear Sir,

In reference to a letter received from Mr. W.E. Baker, Superintendent, Union Pacific Railroad Company, Portland, Oregon on the denial of our request for a temporary grade crossing east of Pleasant Valley, Oregon.

Keystone Construction Company wishes the Union Pacific Railroad to reconsider the denial of the temporary grade crossing because of the following reasons:

(1) The amount of material involved is approximately 175,000 cubic yards which will take Keystone Construction Company 32 days to excavate and to embank at the proper location.

(2) Due to the weight and width of the equipment required to move the material the State Highway Department will not allow the machines to operate on the existing highway to reach the private crossing at the Section Quarters at Pleasant Valley. The equipment would also have to cross private property which we do not have access to.

(3) The building of an adequate overhead crossing would be impracticable for Keystone Construction Company due to the cost, yardage to be moved over the crossing and time involved in moving the material.

The letter received from Mr. Baker requested any further transactions on the crossing be submitted through the Highway Department.

The following information is for your information and should be
used as a guide only.

Sincerely,
[Signature]

General Superintendent
Raymond Manufacturing Co.

1/10/50

PLEASANT VALLEY

Revised

WA

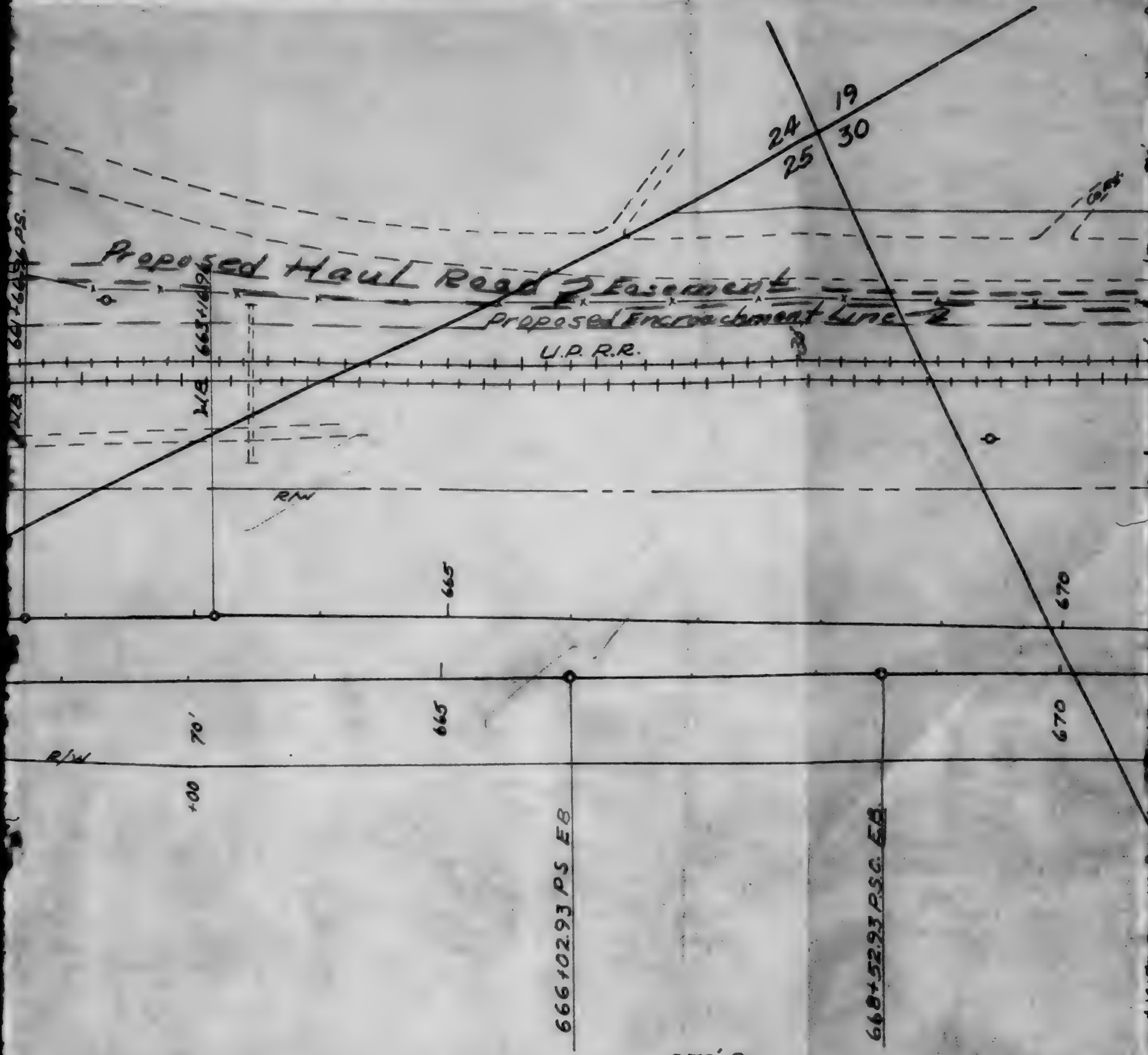
West Bound £

East Bend L

660

660

N



250' Sp.
S = 0°37.5'
α = 0.2

Frances Troy et al
134-584

Scale - 1" = 100'

Present Old Oregon Trail Highway

U.P.R.R. R/W

670

670

70'

100

80'

100

675

675

E.B. 676+07.09 POC. 16.2' RA
W.B. 676+07.09 POC. 16.2' Lt. 80'
676+07.09 P.C.C.

E.B.
0°30' C.R.
TA 4°23'45"
S1 = 442.81'
S2 = 561.81'

State of Oregon
Quarry Site
Dwg. No. 1R-1-680

680

680

90'

684+10.39 P.C.C.

0.30025484° CR
Δ = 2° 24' 43"
B = 401.71

State of Oregon
Quarry Site
No. 1R-1-680 & 1R-1-921

BAKER-PLEASANT VALLEY SEC.

PROPOSED HAUL ROAD

Contract No. 5604 FA 180N-7(1)306

Old Oregon Trail Hwy.

Baker County

Scale 1"=100'

Oct. 1960

Proposed Haul Road RR Crossing

C. A. Brown
133 - 194

687463.53 POC
R.R. 18921989 POF

Proposed Haul Road

To Durkee - 12 Mi.

RECEIVED
SEP 23 1960

FOR FILING

1-80N-7(1)
5/14

September 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering the adjustment of a 4" water line on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, Contract No. 5604, in connection with Federal Aid Project No. 1-80N-7(1)306.

The railroad well, right of Station 657+60, is the source of water for railroad housing and the community of Pleasant Valley. Adjustment of the 4" line in 12" conduit is provided in plans and specifications as extra work.

This work has been verbally approved by the HPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:sw

Enc.

RECEIVED
SEP 23 1960

FOR FILING

1-410-7(1)-200
5604

September 21, 1960

Rudolph's Saw and Knife Shop
1940 Oak
Baker, Oregon

Attention: Mr. R. T. Rudolph

Gentlemen:

This is to acknowledge receipt of your letter of September 19 stating that Keystone Construction Company owes you \$30.25 for saw filing during the months of June and July. From your letter, this appears to be in connection with State Highway Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Our Resident Engineer's report of September 16 shows this project to be approximately 57 percent complete. The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and surety for such payment.

If you wish to protect your claim under the bond it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

cc

Enc.
CWH:fp

RUDOLPH'S SAW AND KNIFE SHOP.
1940 OAK - PHONE JA 3-4340
BAKER, OREGON

*Pls
please handle
76*

Baker Ore.
Sept. 19-60

State Highway Commission
Salem Oregon.

#5001
57/09/16/60

Dear Sirs:

I have a saw
filing bill against The
Keystone Const. Co. who is
Building a State and Federal
Highway (30) east of Baker
Ore.

This bill of \$30.25 is for
June and July saw filing. I
have made several request
for payment, but to date
They have ignored them all.

RUDOLPH'S SAW AND LIFE SHOP
1940 OAK - PHONE JA 3-4340
BAKER, OREGON

Will you please, advise
me as to the steps I
should take to collect
this Bill.

I understand that ~~this~~
when State and Federal
money is involved all
bills must be paid before
The Contractor receives
payment, If this is true
please advise.

Thanking you I remain
Yours Very Truly
R. T. Rudolph

RECEIVED
SEP 22 1960

FOR FILING

-80N-7(1)306
5604

September 21, 1960

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter, dated September 19, 1960, has been received from Rudolph's Saw and Knife Shop, 1940 Oak, Baker, advising that Keystone Construction Co., Inc., owes them \$30.25 for saw filing during June and July.

This appears to be in connection with State Highway Contract No. 3604 for grading the Baker-Pleasant Valley section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
635 N. Main St.
Prineville, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD



CWH:fp

RECEIVED
SEP 10 1960
COMMISSIONERS

FOR FILING
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 7, 1960

Forrest Cooper

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Mr. Anthony Yturri
Attorney at Law
89 S. W. Third Avenue
Ontario, Oregon

Re: State of Oregon v.

Margaret Becker, et al.
Case No. L-2509
Our file L-3346 R-28055

Margaret Becker, et al.
Case No. L-2529
Our file L-3399 R-28965

Frances M. Troy, et al.
Case No. L-2506
Our file L-3336 R-28056

Frances M. Troy, et al.
Case No. L-2530
Our file L-3398 R-29175

Baker-Pleasant Valley Section
Old Oregon Trail Highway

Pleasant Valley-Oxman Section
Old Oregon Trail Highway

Dear Mr. Yturri:

Reference is made to the agreement to settle the above-entitled cases in the amount of \$65,000.00. Be advised that the Oregon State Highway Commission has approved the settlement. We will in due time deliver to you a stipulation for final judgment and a proposed judgment form.

As per agreement, the \$65,000.00 settlement money will be assigned to the four cases as follows:

R-28055, Cir.Ct.No.	L-2509,	\$21,373.38
R-28056,	"	L-2506, \$20,000.00
R-28965,	"	L-2529, \$23,193.92
R-29175,	"	L-2530, \$ 432.70

The following matters, inter alia, were discussed on August 8, 1960, between yourself, Mr. Wayne Troy, Mr. J. Stephen Troy, and representatives of the Highway Department and the results of the discussion are as follows:

1. As you know, at a point opposite Engineer's centerline Station 636+00, which point is south of the new right of way and on the remaining property, there exists a small bridge crossing Alder Creek. Mr. Wayne Troy advises that because of the proximity of the right of way line, it is

Mr. Anthony Yturri
page 2
9-7-60

Re: R-28055 L-3346 Becker
R-28056 L-3336 Troy
R-28965 L-3399 Becker
R-29175 L-3398 Troy

impossible to cross the bridge. The Highway Department, hereafter called the Department, agrees to move the bridge to a point westerly of where it presently exists in order that it may be made usable. The Department proposes to anchor the bridge in a manner similar to its present condition. Upon completion of this item, the Department will have no duty to maintain the bridge and will not be responsible for flood damage.

2. As concerns the property denominated by our file numbers as R-28055 and R-28056, you have requested that the presently existing barbed wire right of way fence be replaced with woven wire fence. This request is denied.

3. As concerns the property denominated by our file numbers as R-28965 and R-29175, you have requested that the right of way fences be constructed with woven wire. The Bureau of Public Roads has disapproved this request.

4. Regarding the property denominated by our file number as R-28056, Mr. Troy has requested that the Department install an irrigation conduit across the right of way near Engineer's centerline Station 613+00. The appraisals, including the appraisal submitted by Mr. McDowell, were made on the basis of isolating from irrigation the tract of remaining land which the suggested conduit would serve. Therefore, Mr. Troy's request is denied.

5. Regarding the property denominated by our file as R-28965, it is my understanding that the small tract of land lying to the south of the new right of way and opposite Engineer's centerline Station 770+00 to 774+00 (which land also lies immediately west of the presently existing orchard) requires drainage. Pursuant to your request, the Department will construct a drainage channel, nominal in cost, from the above described tract to the creek channel, which creek channel is to be changed as part of the highway construction project and which changed creek channel lies immediately west of the above-described tract and opposite and southerly of Engineer's centerline Station 775+30.

6. Regarding R-28965, as you recall, Mr. Troy has requested the position of the above-described creek channel be changed to a position 30 feet west of that presently planned. Mr. Troy indicated that the purpose of such a request was to provide enough room to construct a dwelling to replace that in which Mr. Troy is now residing.

The Department would agree to such a request, provided (1) the Bureau of Public Roads approved such a change, and (2) the total settlement amount is decreased in an amount equal to the increment in real property value caused by such a change. As has been previously discussed, the appraisals were made on the basis of the loss of a home site in that vicinity, damages were assigned on that account and any decrease in damages to your clients' property would require a corresponding decrease in the

Mr. Anthony Yturri
page 3
9-7-60

Re: R-28055 L-3346 Becker
R-28056 L-3336 Troy
R-28965 L-3399 Becker
R-29175 L-3398 Troy

settlement figure. You have, however, advised representatives of the Department that your clients would be unwilling to accept a decrease in the settlement amount, and this, I presume, disposes of the matter.

7. Regarding R-28965, Mr. Troy expressed concern that the construction operation with its attendant blasting might cause the irrigation ditch on the remaining land opposite Engineer's centerline Stations 800+00 to 814+00 to leak. Mr. Troy states that the ditch now holds water and, as previously indicated, Mr. Weber will confirm this prior to construction. Be advised that any damage to the ditch caused by the construction project will be repaired at no cost to your clients.

8. Regarding R-28965, at approximate Engineer's centerline Station 808+00, the Department plans to install an 84-inch drain facility. As you know, under the old highway, which highway is to remain as a frontage road, there exists a 60-inch facility. Mr. Troy has questioned the adequacy of the 60-inch facility and has requested the installation of an 84-inch facility along with the right to use both drain facilities as a stock underpass. As you were advised, the Department will investigate the matter and replace the existing facility if in its opinion replacement is necessary in order to adequately carry water run-off. As to the right to use the drainage facilities as a stock underpass, our Engineering Department questions its feasibility. In any event, if your clients were given the right to use the drainage facilities as a stock underpass, the total settlement figure would be decreased in an amount equal to the increase in the value of the remaining real property caused by the addition of the stock underpass, and I understand that your clients would not agree to such a decrease in the settlement figure. Therefore, that precludes approval of your request for the right to use the drainage facilities as a stock underpass.

9. Regarding R-28965, Mr. Troy has requested the installation of facilities to enable him to irrigate a tract of the remaining property south of the right of way and opposite Engineer's centerline Station 830+00 to 835+00. This request is denied as the settlement figure included damages for the loss of irrigation to this tract of land.

10. Regarding R-28056, reference is made to the stock underpass constructed at Engineer's centerline Station 658+25. Mr. Troy requested that the Department provide fences, gravel surfaced roads, and gates as necessary to enable livestock to pass through the said underpass in a northerly direction and thence to pass westerly to the tract of land owned by your clients, which tract lies northerly of and adjacent to new right of way opposite approximate Engineer's centerline Stations 642+00 to 655+00. The Department does not agree to provide passage to the above-described tract of land.

We have discussed, also, the possibility of merely providing a "milling area" at a point opposite and north of said stock underpass, which milling area could be used to water cattle. The Bureau of Public Roads

Mr. Anthony Yturri
page 4
9-7-60

Re: R-28055 L-3346 Becker
R-28056 L-3336 Troy
R-28965 L-3399 Becker
R-29175 L-3398 Troy

advises, however, that they will not permit the use of the right of way for the watering of cattle and, consequently, this request must be denied.

In connection with the stock underpass, a question arose as to whether the provisions of the complaint are to be construed as requiring the Department to maintain the stock underpass structure itself (as opposed to the roads leading to the structure). The Department will maintain the structure itself, including that which is necessary to the use of traffic through the underpass.

11. Regarding R-28056, reference is made to the bridge structure over Alder Creek at approximate Engineer's centerline Station 685+50. Mr. Troy requested that the owners of the remaining land be granted the right to run livestock under the said bridge to a point on the said Alder Creek for the purpose of watering the livestock. The Bureau of Public Roads advises that highway right of way cannot be used for the purpose of watering livestock and, consequently, this request must be denied.

12. Regarding R-28965, reference is made to the spring which exists near the house in which Mr. Troy now resides and near the northerly right of way line at approximate Engineer's centerline Station 772+75. Mr. Troy has requested that the Department provide for the delivery of the spring water across the right of way onto the remaining land lying southerly of the right of way. The request is denied since the appraisals were made on the basis that the spring would be destroyed.

As you know, our contractor took possession of the R-28965 property prior to the September 9 date as we had previously advised. I wish to extend my sincere apology for this inadvertence, and might say that I am taking steps to tighten our procedure so that such an unfortunate circumstance does not recur.

With regard to the entire settlement and its details, I have given these matters my serious consideration and they represent what I consider to be proper under the circumstances. I might add that the settlement, including the details thereof, represents a compromise and contains no admissions on the part of the Department.

With kind regards, I am,

Yours very truly,

LEONARD I. LINDAS
Chief Counsel

WAM:ma

Mr. Anthony Yturri
page 5
9-7-60

Re:	R-28055	L-3346	Becker
	R-28956	L-3336	Troy
	R-28965	L-3399	Becker
	R-29175	L-3398	Troy

cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. G. E. Rohde
Mr. Walter T. Wright
Mr. David Moehring
Mr. Charles Peterson
Mr. A. F. Parson
Mr. Loren Weber
Mr. Rob R. Cameron
Mr. Kenneth R. Chatwood
Mr. Wayne Troy

RECEIVED
JUL 27 1960

FOR FILING

SON-7(1)306
Mr. W. C. Williams, State Highway Engineer
Salem, Oregon
5604

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 27, 1960

C. G. Folk, Division Engineer
08-35.4-DA Salem, Oregon

Oregon Project I-80N-7(1)306
Baker-Pleasant Valley Section of the Old Oregon Trail Highway
Order for State Force Work No. 6
Seeding and mulching
Estimated Cost - \$15,050
Federal participation \$13,545

Reference is made to your letter dated July 20, 1960 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with FPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Poster

NOTED
FORWARDED

RECEIVED
JUL 21 1960

FOR FILING

T. C. N. (11) 100
5604

July 20, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering directional signing on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, Contract No. 5604, in connection with Federal Aid Project No. I-80B-7(1)306.

This work is necessary for the guidance and direction of traffic. It does not include lights, warning signs and barricades required of the contractor for the safety of traffic and workmen. This is an anticipated item of the contract and funds are included in the Project Authorization.

This order has been verbally approved by the BPI Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

RECEIVED
JUL 21 1960

FOR FILING

T. W. H. H. H.
564

July 20, 1960

Mr. C. G. Felt
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 6, Account No. 224-238, covering seeding and mulching on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, Contract No. 5604, in connection with Federal Aid Project No. I-804-7(1)306.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of FPM 21-6.3 is requested.

The total estimated amount of the order is \$15,050, with Federal participation of \$13,245.

This work has been verbally approved by the BPR Area Engineer.

Very truly yours,

R. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DHP:sw

Enc.

RECEIVED
JUL 14 1960

FOR FILING

I-80N-7(1)306
5604

July 13, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering splicing and rearranging vertical wall steel on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, Contract No. 5604, in connection with Federal Aid Project No. I-80N-7(1)306.

The steel for the walls of the 16' x 13' rigid frame structures was fabricated for 12'2" height instead of 13'. It is necessary to splice the steel to meet the required height.

This work has been verbally approved by the BPR Bridge Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb
Enc.

RECEIVED

FOR FILE



COMMISSIONERS
 M. K. McIVER, CHAIRMAN
 PORTLAND
 KENNETH N. FRIDLEY, MEMBER
 WASCO
 GLENN L. JACKSON, MEMBER
 MEDFORD
 FLOYD QUERY, SECRETARY
 SALEM

W. C. WILLIAMS
 STATE HIGHWAY ENGINEER
 FORREST COOPER
 DEPUTY STATE HWY. ENGR.
 LEONARD I. LINDAS
 CHIEF COUNSEL

STATE OF OREGON
 STATE HIGHWAY DEPARTMENT
 SALEM

July 13, 1960

Union Pacific Railroad Company
 Pittock Block
 Portland 5, Oregon

Attention: D. J. Callahan

File No. 28058
 Baker-Pleasant Valley
 Old Oregon Trail Highway

IN REPLY PLEASE REFER TO

Gentlemen:

The Highway Commission, at its meeting of June 7th and 8th, approved the payment of \$792.20 to the Union Pacific Railroad Company in accordance with your letter and memorandum of June 17, 1960.

Will you please transmit a deed form for the 40,00 square feet showing the consideration of \$367.20. The deed is to contain access provisions as follows: "As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future, or potential common law or statutory abutter's easement of access between the parcel herein conveyed for the public way identified as the relocated Old Oregon Trail Highway and all of the Grantor's remaining abutting real property." This will control the access between the parcels being conveyed and the remainder of the Railroad Company's right of way.

This will not affect the access control at other points along the railroad. We understand that due to the difference in grade between the railroad and the highway that access is a physical impossibility.

Your customary Bill Collectable (Form 130-A), per your attached copy to the letter of July 17th will be sufficient for us to handle payment. We do however, need our standard voucher form signed in the amount of \$792.20 if the money is to be paid all at one time or in case a split payment is required we can reduce the amount and send an additional voucher form later.

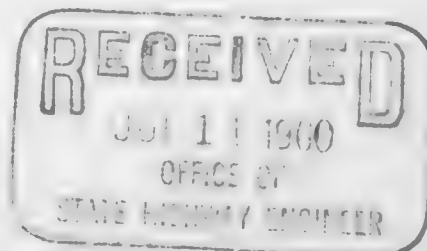
Very truly yours,

EF3:jn

cc: G. S. Paxson
 A. F. Paxson
 Harold Brainerd
 Attn: K. A. Chatwood

cc: W. T. Wright

EARL F. SALING
 Right of Way Office Manager



1-80M-7(1) Baker-Tleasant Valley Sec., 1961
227 Old Oregon Trail Hwy. (Grad.)
45601 Folder # 3

RECEIVED
JUL 25 1962

FOR FILING

7 - 7 (1) - 1
6614

July 25, 1962

Mr. Clarence D. Porter
Claims Adjuster
1221 Felling Building
Portland 4, Oregon

Dear Mr. Porter:

Enclosed are copies of the contract payment vouchers
for Contracts Nos. 5604 and 5769 covering the period to July 5,
1962.

Contracts Nos. 5604 and 5769 cover the Baker-Pleasant
Valley and the Pleasant Valley-Hill Creek Sections of the Old
Oregon Trail Highway No. 6 (I-80N), respectively.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

RECEIVED
JUL 16 1962

FOR FILING

5604

WESTERN WELDING CO., INC.

9411 S. E. FOSTER ROAD — Phone PROspect 1-5480

PORTLAND 66, OREGON

Rebuilders and New Parts Sales

Representing "WEAR-WELD" Products and ALLIED LINES

TRACTOR and SHOVEL PARTS — "CAT" — "IH" — "AC" — "NORTHWEST"

July 12, 1962

Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

Re: Am't. due us of \$1,190.00- Invoices filed
with the State of Oregon Highway Commission
and the Secretary of State November 9, 1961

American Insurance Company (Bonding Company)
File No. HS 83 609484- Performance Bonds
Nos. 5604 and 5769- Pleasant Valley, Oregon

Gentlemen:

We have been informed that the Pleasant Valley, Oregon Job
has been completed.

Therefore, we expect payment of \$1,190.00 due us within Ten
(10) days from this date, or immediate action will be taken against
you and the Bonding Company.

Very truly yours,

WESTERN WELDING COMPANY, INC.

By:

T. R. Williams
T. R. Williams, President

TRW/mw

cc: Mr. Curtin, Claims Supervisor
American Insurance Company through
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave., Portland 4, Oregon

cc: Floyd Query, Secretary Oregon State
Highway Commission, Salem, Oregon

NOTED
FLOYD QUERY

*Cec, has this claim been filed
with us & Secy of State?*

*Floyd = Yes, claims filed with us & Sec. of State
on both contracts (same amt.) each.*



NOTED
C. W. HEAD

RECEIVED
JUL 3 1962

FOR FILING

5604

July 3, 1962

American Insurance Company
1220 S. W. Columbia
Portland 1, Oregon

Attention: Mr. E. Curtin
Claims Supervisor

Gentlemen:

As you requested in your letter of November 14, 1961, we are forwarding to Keystone Construction Company, Inc. check for \$3,031.54 covering Estimate No. 22 on Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM

FQ:jmc

RECEIVED
JUN 21 1962

FOR FILING

7 (11 11)
1604

June 21, 1962

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Bldg.
Portland 4, Oregon

Dear Mr. Porter:

Enclosed is a copy of voucher covering the period to June 5, 1962, on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Contract No. 5604.

There will be no payment on the Pleasant Valley-Hill Creek Section, Contract No. 5769.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:jb

RECEIVED
JUN 18 1962

FOR FILING

7
5604

June 15, 1962

Jackson & Johnson
Attorneys at Law
1933 Court Street
P. O. Box 851
Baker, Oregon

Attention: Mr. William L. Jackson

Gentlemen:

As requested in your letter of June 11, attached
is a certified copy of the following state highway contract:

Contract No. 5604, awarded to Keystone Con-
struction Co., Inc., for grading on the Baker-
Pleasant Valley Section of the Old Oregon Trail
Highway in Baker County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM

Encl.

CWH:jmc

WILLIAM L. JACKSON
H. B. JOHNSON

JACKSON & JOHNSON
ATTORNEYS AT LAW
1933 COURT STREET - P. O. BOX 851
BAKER, OREGON

TELEPHONE
JACKSON 3-3634

June 11, 1962

State of Oregon
State Highway Department
Salem 10, Oregon

ATTENTION: Mr. C. W. Head, Assistant Secretary

Dear Mr. Head:

This will acknowledge receipt of your letter of June 7, 1962, in which you advise that your present supply of contract #5604 in which Keystone Construction Company, Inc., is the prime contractor is exhausted.

Your attention is directed to ORS 279.512 which indicates in quite definite terms that upon the furnishing of an Affidavit which we have done that we shall receive a certified copy of the contract and bond.

Our client has already spent enough time and money trying to collect this account from Keystone Construction Company. A photo copy of the contract and bond will be satisfactory providing it is certified as directed by the Statute, but we do not intend to pay any \$11.66 for it.

Your prompt compliance with our request in our letter of May 31 will be appreciated.

Very truly yours,

JACKSON & JOHNSON

William L. Jackson

William L. Jackson

WLJ/kk

cc: Leonard I. Lindas

*cc please handle
76*



RECEIVED
JUN 11 1962

FOR FILING

5604

June 7, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$1,331.39 which has been filed with the Secretary of State by C. A. Timms, dba Timms Machine Shop, for labor and materials furnished to Keystone Construction Company Inc.

This appears to be in reference to the Keystone Construction Company Inc. Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

CWH:jmc
cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co. Inc.
635 N. Main St.
Prineville, Oregon

Glenn L. Jackson
David B. Simpson
Forrest Cooper

NOTED ON CARD

cc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

June 1, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from W. L. Jackson, c/o Jackson & Johnson, Attorneys at Law, 1933 Court Street, P. O. Box 851, Baker, Oregon, and filed as of this date, a notice of claim by C. A. Timms, dba Timms Machine Shop for labor and materials furnished by C. A. Timms in the sum of \$1,331.89 against the bond taken from Keystone Construction Company, Inc., and the American Insurance Group, surety, for the work of Keystone Construction Company, Inc., on the Baker to Pleasant Valley section of the interstate highway.

We are enclosing three copies of the claim for your information and files.

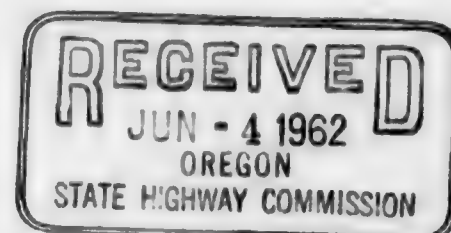
Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geoff Stephens*
Public Records Section

GS:FK
Enc.

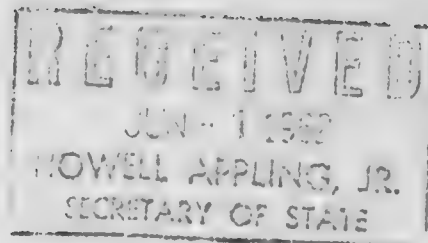
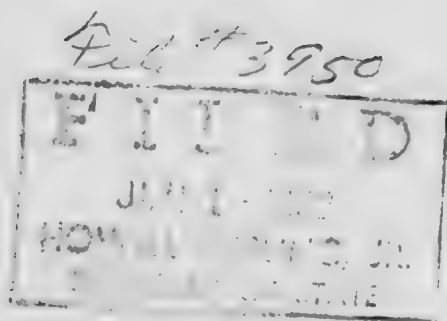
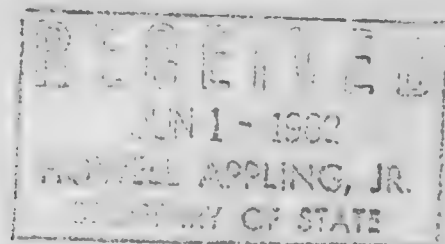


N O T I C E

TO: THE STATE OF OREGON, acting by and through its
State Highway Commission:

NOTICE IS HEREBY GIVEN that the undersigned, C. A. TIMMS, d/b/a TIMMS MACHINE SHOP has a claim for labor and materials furnished by the undersigned, C. A. TIMMS in the sum of ONE THOUSAND THREE HUNDRED THIRTY-ONE AND 89/100ths (\$1,331.89) DOLLARS against the bond taken from Keystone Construction Company, Inc., and the American Insurance Group, its surety, for the work of Keystone Construction Company, Inc., on the Baker to Pleasant Valley section of the interstate highway.





RECEIVED
JUN 11 1962

FOR FILING

5604

June 7, 1962

Jackson & Johnson
Attorneys at Law
P. O. Box 851
Baker, Oregon

Attention: Mr. W. J. Jackson

Gentlemen:

This is to acknowledge receipt of your letter of May 31 and attached affidavit of C. A. Timms, dba Timms Machine Shop, requesting a certified copy of Contract No. 5604 on which Keystone Construction Company Inc. is the prime contractor.

Our printed supply of this contract and bond is exhausted. We will be glad, however, to furnish you with a photo copy of Contract 5604, but it will be necessary to make a charge of \$11.66 for it. Please advise if you wish us to send you a photo copy of this contract and bond.

We also acknowledge receipt of a copy of notice of claim of Timms Machine Shop for labor and materials furnished to Keystone Construction Company on Contract No. 5604 in the amount of \$1,331.89. We have received notification from the Secretary of State that this claim was filed in his office on June 1, 1962 and was assigned his File No. 3950. This information is being noted in our records and we are advising the surety and the contractor of the filing.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

CWH:jmc

NOTED ON CARD

dc

WILLIAM L. JACKSON
H. B. JOHNSON

JACKSON & JOHNSON
ATTORNEYS AT LAW
1933 COURT STREET - P. O. BOX 851
BAKER, OREGON

TELEPHONE
JACKSON 3-3634

May 31st. 1962

Oregon State Highway Commission
Salem, Oregon

#5609

Gentlemen:

Enclosed herewith please find Affidavit of C. A. Timms in support of his application for a copy of the contract and bond furnished by Keystone Construction Company, Inc., on the Baker to Pleasant Valley section of the interstate highway.

Also enclosed with this letter is a copy of a notice of claim being filed with the Secretary of State on this same matter.

Yours very truly,

JACKSON & JOHNSON

W. L. Jackson

W. L. Jackson

WLJ:llj
Enclosures

Cc,
please handle
76

NOTED
FLOYD QUERY



JOHN
C. F. 1962

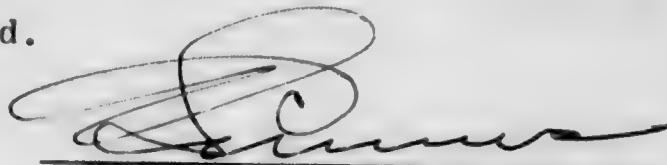
Oregon State Highway Commission

Salem, Oregon

Gentlemen:

Please furnish me with a copy of contract and bond -
furnished by Keystone Construction Company, Inc., on the
Baker to Pleasant Valley section of the interstate highway.

Affidavit is attached.


C. A. Timms

A F F I D A V I T

1
2 STATE OF OREGON,)
3 County of Baker.) ss.

4 I, C. A. TIMMS, being first duly sworn on oath, depose
5 and say:

6 That I am an individual doing business as Timms Machine
7 Shop at Baker, Oregon.

8 That there is due, owing, and unpaid to me from Keystone
9 Construction Company, Inc., for labor and materials furnished
10 to said Keystone Construction Company, Inc. in connection with
11 the contract covering the section of interstate highway from
12 near Baker, Oregon, to near Pleasant Valley, Oregon, the sum
13 of \$1,331.89.

14 That I make this affidavit to support my application
15 for a certified copy of the bond and contract covering said
16 work by Keystone Construction Company, Inc., on the said sec-
17 tion of interstate highway.

18
19 Subscribed and sworn to before me this 28th day of May, 1962.

20 William Jackson
21 Notary Public for Oregon

22 My Commission Expires: 10-20-64
23
24
25
26
27
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29
30
31
32

NOTICE

TO: THE STATE OF OREGON, acting by and through its
State Highway Commission:

NOTICE IS HEREBY GIVEN that the undersigned, C. A. TIMMS, d/b/a TIMMS MACHINE SHOP has a claim for labor and materials furnished by the undersigned, C. A. TIMMS in the sum of ONE THOUSAND THREE HUNDRED THIRTY-ONE AND 89/100ths (\$1,331.89) DOLLARS against the bond taken from Keystone Construction Company, Inc., and the American Insurance Group, its surety, for the work of Keystone Construction Company, Inc., on the Baker to Pleasant Valley section of the interstate highway.



RECEIVED
JUN 1 1962

FOR FILING

June 1, 1962

American Insurance Company
1220 S. W. Columbia
Portland 1, Oregon

Attention: E. Curtin
Claims Supervisor

Gentlemen:

We have been advised by the Accounting Division that a check in the amount of \$5,209.36 is being mailed today to Keystone Construction Company, Inc., for Estimate No. 21 on Contract No. 5604, which is for grading the Baker-Pleasant Valley Section of the Old Oregon Trail.

This letter is in compliance with yours of November 14, 1961, in which you requested that you be notified of payments to the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fkf

cc: Mr. C. H. Maison
Attention: Mr. John Herr

RECEIVED
MAY 28 1962

FOR FILING

5604

May 25, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering extra fencing panels in depressions on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, Contract No. 5604, in connection with Federal-Aid Project No. I-80N-7(1)306.

It is necessary to construct extra fencing below the normal fence elevation in gullies and depressions to contain small size stock. This work has been verbally approved by the BPR District Engineer.

No additional or special benefit will accrue to any of the land owners because of this order.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
MAY 24 1962

FOR FILING

1-1-1
2664

May 24, 1962

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Herewith is the copy of the payment voucher for
Estimate No. 21, Contract No. 5604 with Keystone Construction
Company, Baker-Pleasant Valley Section in Baker County.

No payment is being made this month on Contract No.
5769, Pleasant Valley-Hill Creek Section, less than \$500
worth of work having been done.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CWT:lt

RECEIVED
APR 20 1962

FOR FILING

5604

April 19, 1962

Western Welding Company, Inc.
9411 S. E. Foster Road
Portland 66, Oregon

Attention: T. R. Williams
President

Gentlemen:

This is in reply to your letter of April 17, concerning the status of your claim in the amount of \$1,190 filed against the Keystone Construction Company, Inc.

Our records indicate that your claim was filed in the Secretary of State's Office on November 13, 1961, and was given File No. 3879. The American Insurance Company through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon, furnished the performance bonds on Contract Nos. 5604 and 5769. These performance bonds are given to assure completion of the contract and payment of all bills incurred in them. The State does not make payment of claims but looks to the prime contractor in surety for such payment.

We make no effort to determine the validity of a claim for the reason that many claims are controversial. If you are unsuccessful in collecting your claim, you might wish to consult your attorney.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkf

WESTERN WELDING CO., INC.

8411 S. E. FOSTER ROAD — Phone PROspect 1-5480

PORTLAND 64, OREGON

Rebuilders and New Parts Sales

Representing "WEAR-WELD" Products and ALLIED LINES

TRACTOR and SHOVEL PARTS — "CAT" — "IHC" — "AC" — "NORTHWEST"

April 17, 1962

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

In Re: Keystone Construction Co., Inc.
Claim in the Amount of \$1,190.00

Gentlemen:

On November 7, 1961 we wrote you with reference to the above captioned and enclosed copies of our invoices showing the amounts due. The work we did for this Firm dates back to July 15, 1961.

We received your letter in reply dated November 9, 1961 which stated our claim was being forwarded to the Secretary of State for filing, and that you would advise the surety and the contractor that it had been received.

Todate we have not received payment of this claim or the amount due us.

We think we have been extremely patient in regard to this account, but the time has now come for more drastic action. Therefore, we again ask for your help in our behalf and will appreciate hearing from you at your earliest convenience. Thank you.

Very truly yours,

WESTERN WELDING COMPANY, INC.

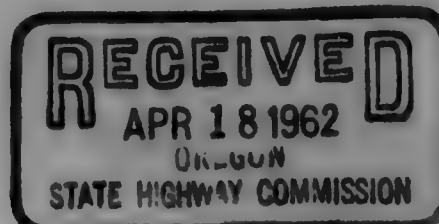
BY:

T. R. Williams
T. R. Williams,
President

TRW/mw

*Cec, check on status of this claim
& advise them what to do.*

76
Quality Has No Competition



RECEIVED
APR 19 1962

FOR FILING

April 18, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$2,960, which has been filed with the Secretary of State by Atlas Chemical Industries, Inc., for explosives and blasting supplies furnished to Keystone Construction Company, Inc. The claim states this is in connection with State Highway Contract No. 5604 with Keystone Construction Company, Inc., for grading the Baker-Pleasant Valley section on the Old Oregon Trail Highway in Baker County.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

CWH: fkn

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Commissioners

Mr. Forrest Cooper

Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

NOTED ON CARL

dc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

April 16, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Atlas Chemical Industries, Inc.,
Wilmington 99, Delaware, and filed as of this date, a
notice of claim by Atlas Chemical Industries, Inc.
(formerly Atlas Powder Company), in the sum of \$2,960.00
against the bond taken from Keystone Construction Co.,
Inc., principal and The American Insurance Company,
surety for the work of Project No. 5604, grading, Baker-
Pleasant Valley Section, Old Oregon Trail Highway, Baker
County, Oregon.

We are enclosing three copies of the claim for your in-
formation and files.

Kindly acknowledge receipt of the copies on the enclosed
carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo Stephens*
Public Records Section

GS:FK
Enc.

NOTED
FLOYD QUERY

cc, please handle
TK





ATLAS CHEMICAL INDUSTRIES, INC.

WILMINGTON 99, DELAWARE

April 12, 1962

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Atlas Chemical Industries, Inc. (formerly Atlas Powder Company), has a claim for explosives and blasting supplies furnished by said Atlas Chemical Industries, Inc. in the sum of Two Thousand Nine Hundred Sixty Dollars (\$2,960.) against the bond taken from Keystone Construction Co., Inc. as principal and The American Insurance Company as surety for the work of Project No. 5604, Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County, Oregon.

We are attaching an itemized statement reflecting the outstanding indebtedness of Keystone Construction Co., Inc. to the undersigned.

This claim is filed without prejudice to the letter dated September 5, 1961, addressed by Atlas Chemical Industries, Inc. to the Oregon State Highway Commission and forwarded by the Commission to you for filing.

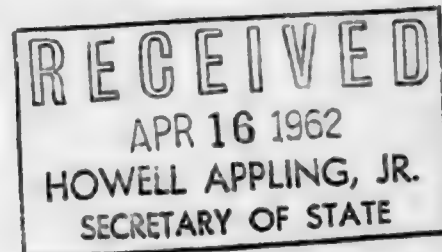
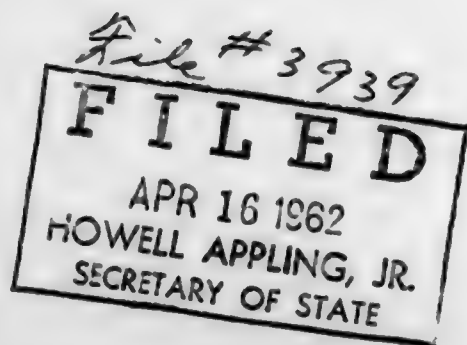
Yours very truly,

ATLAS CHEMICAL INDUSTRIES, INC.

BY

Assistant Treasurer

CEK/rs



RECEIVED
APR 6 1962

FOR FILING

7
5604

April 6, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of an amended claim in the amount of \$2,798.49 which has been filed with the Secretary of State by George M. Philpott Co., Oreg. Ltd., for equipment rental and furnishing of parts and materials to Keystone Construction Co., Inc. This appears to be in connection with the following State Highway Contracts with Keystone Construction Co., Inc.:

✓ No. 5604 - Grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5769 - Grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp
Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. Forrest Cooper

NOTED ON CARD

dc

AMENDED NOTICE OF CLAIM

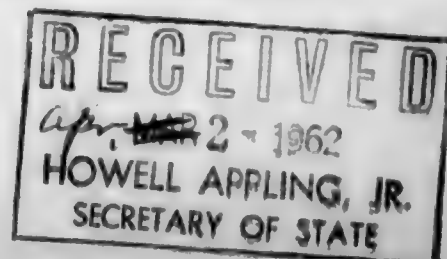
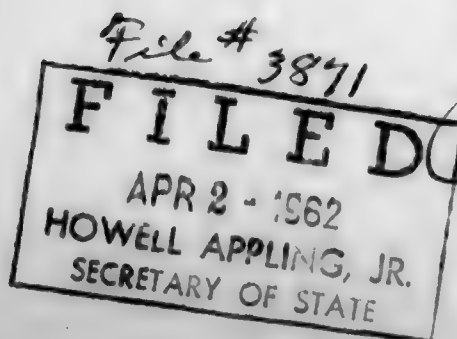
TO: STATE OF OREGON, by and through
the STATE HIGHWAY DEPARTMENT

Notice is hereby given that the undersigned
GEORGE M. PHILPOTT CO. OREG., LTD., has a claim for the
rental of equipment and furnishing of parts and materials
from approximately April 1, 1960, to December 31, 1961, in
the sum of \$2,798.49 against the bonds taken from KEYSTONE
CONSTRUCTION CO., as principal, and AMERICAN INSURANCE
COMPANY, as surety, for the work relating to the Baker-
Pleasant Valley Section of Old Oregon Trail Highway being
performed under Oregon State Highway Department Contract
No. 5604, and relating to the Pleasant Valley - Hill Creek
Section of Old Oregon Trail Highway being performed under
Oregon State Highway Department Contract No. 5769.

This notice is given pursuant to ORS, Chapter 279.

DATED this 30th day of March, 1962.

GEORGE M. PHILPOTT CO. OREG., LTD.



RECEIVED
APR 6 1962

FOR FILING
5614

April 6, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of an amended claim in the amount of \$2,798.49 which has been filed with the Secretary of State by George M. Philpott Co., Oreg. Ltd., for rental of equipment and furnishing of parts and materials to Keystone Construction Co., Inc.

This appears to be in connection with State Highway Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD

dc

AMENDED NOTICE OF CLAIM

TO: STATE OF OREGON, by and through
the STATE HIGHWAY DEPARTMENT

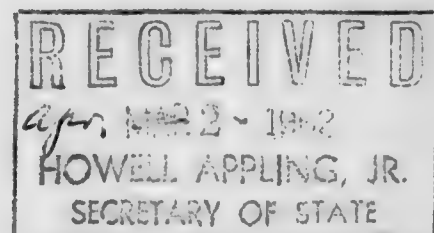
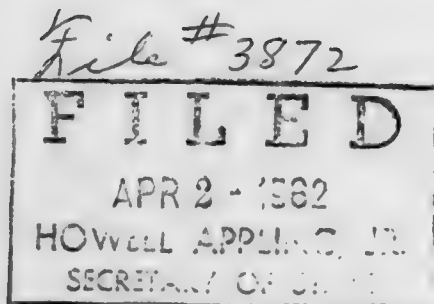
Notice is hereby given that the undersigned,
GEORGE M. PHILPOTT CO. OREG., LTD., has a claim for the
rental of equipment and furnishing of parts and materials
from approximately April 1, 1960, to December 31, 1961, in
the sum of \$2,798.49 against the bond taken from KEYSTONE
CONSTRUCTION CO., as principal, and AMERICAN INSURANCE COMPANY,
as surety, for the work relating to the Baker-Pleasant Valley
Section of Old Oregon Trail Highway being performed under
Oregon State Highway Department Contract No. 5604.

This notice is given pursuant to ORS, Chapter 279.

DATED this 3rd day of March, 1962.

GEORGE M. PHILPOTT CO. OREG., LTD.

By J. H. [Signature]





HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

April 2, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Paul R. Meyer, c/o Kobin & Meyer, Attorneys at Law, 314 Oregon Bank Building, Portland 4, Oregon and filed as of this date, three amended notices of claim by George M. Philpott Co. Oregon., Ltd., against Keystone Construction Co., principal and American Insurance Company, surety, and relating to the Pleasant Valley-Hill Creek Section of Old Oregon Trail Highway in the sums of \$2,798.49 each.

We are enclosing three copies of the amended claims for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo Stephens*
Public Records Section

GS:FK
Enc.



RECEIVED
APR 2 1962

FOR FILING

5604

March 30, 1962

American Insurance Company
McLaughlin Building
1220 N. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$412.00, which has been filed with the Secretary of State by Gentry, Silver, Hurton & Young, Attorneys, on behalf of Oak Bros., Plaster & Lumber, Inc., for supplies furnished directly to Keystone Construction Co., Inc. This appears to be in connection with the following state highway contracts with Keystone Construction Co., Inc.:

✓ No. 1444 - Grading the Baker-Pleasant Valley section of the Old Oregon Trail Highway in Baker County.

No. 1764 - Grading and paving the Pleasant Valley-Hill Creek section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished with each of these contracts.

Yours very truly,

Floyd Avery, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. L. Hoad, Assistant Secretary

Enc.

CCH:fm

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 36
Prineville, Oregon

Commissioners

Mr. Forrest Cooper

NOTED ON CARD

OK

March 30, 1962

Banta, Silven, Horton & Young
Law Offices
1950 Third Street
Baker, Oregon

Gentlemen:

This is to acknowledge receipt of your letter dated March 23 and attached "Notice of Claim" of your client, Low Bros., Pless A. Brown, Ore. Ltd., in the amount of \$982.03, for supplies furnished to Keystone Construction Company, Inc., on State Highway Contracts 5604 and 5769.

The Secretary of State has informed us that this claim was filed in his office on March 26, 1962. This information will be noted in our records, and we will advise the surety and the contractor of this filing.

Yours very truly,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Reed, Assistant Secretary

CWH:fk

NOTED ON CARD

dc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

March 26, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from John S. Horton, c/o Banta, Silven, Horton & Young, 1950 Third Street, Baker, Oregon and filed as of this date, a notice of claim by Lew Bros., Pleas A. Brown, Ore. Ltd., a limited partnership, Baker, Oregon, for supplies furnished directly to Keystone Construction Company, Inc., used for grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway, and for grading and paving on the Pleasant Valley-Hill Creek section of the Old Oregon Trail Highway, in the sum of \$882.03 against the bond taken from the American Insurance Company, surety, and Keystone Construction Company, Inc., principal for the work or grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway and grading and paving on the Pleasant Valley-Hill Section of the Old Oregon Trail Highway, under general contracts Nos. 5604 and 5769.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo C Stephens*
Public Records Section

GS:FK
Enc.



STATE OF OREGON

20. STATE OF OREGON
OFFICE OF THE ATTORNEY GENERAL

WHEREAS LEWIS BROS., then the undersigned, LEW BROS.,
LEWIS BROS. CORP. LTD., a limited partnership, with its
principal office and place of business in Baker, Oregon, has
been for supplies furnished heretofore to Keystone Construc-
tion Company, Inc., used for grading on the Baker-Pleasant
Valley section of the Old Oregon Trail Highway, and for grad-
ing and paving on the Pleasant Valley-Hill Creek section of
the Old Oregon Trail Highway, in the amount of \$11,112, against
the bond taken from the American Insurance Company, surety,
and Keystone Construction Company, Inc., principal, for the work
of grading on the Baker-Pleasant Valley section of the Old Ore-
gon Trail Highway and grading and paving on the Pleasant Valley-
Hill Creek section of the Old Oregon Trail Highway, under gen-
eral contracts Nos. 5604 and 5700.

and this 27th day of March, 1962, at Baker, Oregon.

LEWIS BROS. CORP. LTD.

and SECRET to be taken on this 27th day of March,



FILE # 3935
RECEIVED
MAR 29 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

1/10/62
by Commission Director: 5/10/62

RECEIVED
MAR 29 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

HAROLD BANTA
DAVID C SILVEN
JOHN S HORTON
THOMAS F YOUNG

LAW OFFICES
BANTA SILVEN HORTON & YOUNG
1950 THIRD STREET
BAKER, OREGON
JACKSON 3 4442

NICHOLS & HALLOCK
1919-1922
NICHOLS, HALLOCK & DONALD
1923-1929
HALLOCK, DONALD & BANTA
1930-1945
HALLOCK, DONALD, BANTA & SILVEN
1946-1950
HALLOCK, BANTA, SILVEN & HORTON
1951-1954
BANTA, SILVEN & HORTON
1955-1959

March 23, 1962

State of Oregon
State Highway Commission
Salem, Oregon

Attention: Clerk

Dear Sir:

We enclose herewith notice of claim of Lew Bros.,
Pleas A. Brown, Ore. Ltd., for materials furnished Key-
stone Construction Company under contracts Nos. 5604
and 5769, for filing.

Very truly yours,

BANTA, SILVEN, HORTON & YOUNG

By *[Signature]*

JSH:bb
enc.



RECEIVED

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 23, 1962

5604

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter, dated March 7, 1962, with invoice, received from Ryder Brothers Stationery, stating that Keystone Construction Co., Inc., owe them \$69.82. This appears to be in connection with the following Keystone Construction Co., Inc. contracts:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bonds on these two contracts.

Please acknowledge receipt of the claim letter on the enclosed copy of this letter.

Yours very truly,

NOTED ON CARD

la

Secretary
OREGON STATE HIGHWAY COMMISSION

File # 3933
FILED
MAR 26 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED
C. W. HEAD

RECEIVED
MAR 27 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 26 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

March 23, 1962

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter, dated March 7, 1962, with invoice, received from Ryder Brothers Stationery, stating that Keystone Construction Co., Inc., owe them \$69.82. This appears to be in connection with the following Keystone Construction Co., Inc. contracts:

✓ No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bonds on these two contracts.

Please acknowledge receipt of the claim letter on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

AC

RECEIVED
MAR 26 1962

• FOR FILING

5664

March 23, 1962

Ryder Brothers Stationery
Baker
Oregon

Attention: Mr. Bob Bratt

Gentlemen:

This is to acknowledge receipt of your invoice and claim letter, dated March 7, addressed to Mr. R. R. Cameron, Highway Resident Engineer in Baker, in which you state that Keystone Construction Co., Inc., owe you \$69.82. This appears to be in connection with the following State Highway Contracts with Keystone Construction Co., Inc.:

✓ No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bonds on these two contracts, which were given to assure completion of the contracts and payment of all bills incurred in them.

So that there will be no misinterpretation of the law, we are forwarding your claim letter with invoice to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Mr. R. R. Cameron
Resident Engineer
Baker, Oregon

CWH:fp

NOTED ON CARD

dc

March 23, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated March 7, 1962, with invoice, has been received from Ryder Brothers Stationery, Baker, advising that Keystone Construction Co., Inc., owe them \$69.82. This appears to be in connection with the following State Highway contracts:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section on the Old Oregon Trail Highway in Baker County.

We have forwarded copies of the claim letter and invoice to the Secretary of State for filing. Attached are copies for your file.

This information is provided as your company appears as surety on the performance bonds for these two contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

NOTED ON CARD

dc

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. Forrest Cooper

CWH:fp

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

March 20, 1962

To: Mr. Floyd Query
Secretary
BUILDING

SUBJECT: Unpaid Bills (Ryder Bros.)
Keystone Construction Company
Contracts 5604 and 5769

Attached are copies of a letter and a bill from Ryder Bros. Stationery Store in Baker making claim that there are unpaid bills on these projects. The projects involved are Baker-Pleasant Valley Section (Grading), Contract No. 5604, and Pleasant Valley-Hill Creek, Contract No. 5769.

F. D. Morgan
Construction Engineer

By

C. H. Baker
C. H. Baker
Ass't. Field Construction Engineer

CHB:fp

Enc.

*OK please handle
75*



STATIONERY

RYDER BROTHERS

STORE

WHOLESALE

BoB BRATT, OWNER
ESTABLISHED 1901

RETAIL

TELEPHONE 88

BAKER, OREGON

SCHOOL SUPPLIES

PAPETERIES

BUSINESS FORMS

ADDING MACHINES

TYPEWRITERS

STAMPING MACHINES

LEATHER GOODS

CALENDARS

ART SUPPLIES

CARBONS

RIBBONS

GREETING CARDS

GIFTS

March 7, 1962

R. R. Cameron, Resident Engineer
Oregon State Highway Commission
P.O. Box 269
Baker, Oregon

Dear Sir:

We have attached to this letter a statement of the balance owing Ryder Brothers Stationery Store by the Keystone Construction Company for the amount of \$69.82.

We are forwarding this statement to you for the purpose of filing claim against the contract bond of the Keystone Construction Company.

Thank you for your assistance in this matter.

Yours very truly,

RYDER BROTHERS STATIONERY

BoB Bratt
BoB Bratt, Owner

BB:ps
Encl.



IT IS OUR AIM TO SERVE YOU WELL

PAPETERIES

TELEPHONE JA 3-4788

SCHOOL SUPPLIES

CALENDARS

STATIONERY

RYDER BROTHERS

STORE

WHOLESALE

BOB BRÄTT, OWNER
ESTABLISHED 1901

RETAIL

BAKER, OREGON

OFFICE FURNITURE

BUSINESS FORMS

LEATHER GOODS

BRIEF CASES

ADDING MACHINES

TYPEWRITERS

CARBONS

RIBBONS

Keystone Construction Company
Box 55
Prinewille, Oregon

IN REMITTING PLEASE DETACH THIS COUPON AND MAIL WITH YOUR CHECK

AMOUNT REMITTED :

DAY	ITEMS	CHARGES	CREDITS	BALANCE
	BALANCE FWD			
	November 30, 1961 Balance			69.32

All Accounts are Due and Payable 10th of Month following Date of Bill — Terms Net.

RYDER
BOB BRÄTT - OWNER

RYDER BROTHERS STATIONERY STORE

BAKER, OREGON

PLEASE PAY LAST AMOUNT
IN THIS COLUMN

RECEIVED
MAR 8 1962

FOR FILING

604

March 5, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$128.85 plus interest which has been filed with the Secretary of State by Industrial Air Products Co. for industrial gases, welding equipment and supplies furnished to Cartwright Construction Co., subcontractor to Keystone Construction Co., Inc.

This appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Keystone Construction Co., Inc.
635 N. Main Street
Prineville, Oregon

Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

NOTED ON CARD

AC

Commissioners
Mr. Forrest Cooper

CWH:fp



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10
March 2, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Robert Lohman, Oregon Bank Building, Portland 4, Oregon and filed as of this date, a notice of claim by Industrial Air Products Co. for materials furnished to-wit: industrial gases, welding equipment and supplies at the request of Cartwright Construction co., sub-contractor to Keystone Construction Co. in the sum of \$128.85 together with interest thereon at the rate of 6% per annum against the bond taken from Keystone Construction Co. Inc, principal and American Insurance Co., surety for the work of grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County. State Highway Contract No. 5604.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo C. Heptons*
Public Records Section

GS:FK
Enc.

NOTED
C. W. HEAD



Cec, please handle
76

NOTED
FLOYD QUERY

NOTICE OF CLAIM

TO: Howell Appling, Secretary of State
Floyd Query, Secretary, Oregon State Highway Commission
C.H. Mason, Chief Accountant, Oregon State Highway Commission
G.L. Pearson,, Attorney in Fact, American Insurance Co.
1220 S.W. Columbia Street, Portland, Oregon
Richard M. Cole, Cole, Clark & Cunningham, Inc.
222 S.W. 4th Avenue, Portland, Oregon

Notice is hereby given that the undersigned, Industrial Air Products Co. has a claim for materials furnished, to-wit:

Industrial gases, welding equipment and supplies at the request of Cartwright Construction Co., sub-contractor to Keystone Construction Co. between October 1, 1960 and May 1, 1961, in the sum of \$128.85 together with interest thereon at the rate of 6% per annum from June 1, 1961 until paid, against the bond taken from Keystone Construction Co. Inc. as principal and American Insurance Co., a corporation organized and existing under the laws of the State of New Jersey, a Bonding Company, as surety, for the work of grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, Contract No. 5604.

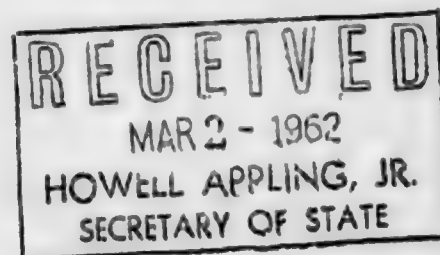
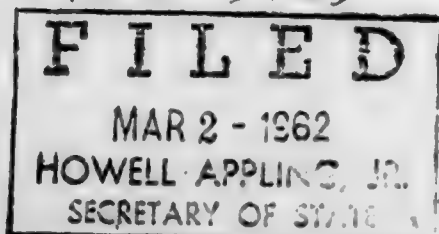
This Notice is given pursuant to ORS Chapter 279.

DATED this 28th day of Feb, 1962.

INDUSTRIAL AIR PRODUCTS CO.

By Gilbert Schnitzer
Gilbert Schnitzer, President

3200 N.W. Yeon Ave.
Portland 10, Oregon



RECEIVED
MAR 6 1962

FOR FILING

5604

March 5, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$394.04 plus interest, which has been filed with the Secretary of State by Industrial Air Products Co. for industrial gases, welding equipment and supplies furnished to Keystone Construction Co., Inc.

This appears to be in connection with State Highway Contract (No. 5604) with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
635 N. Main Street
Prineville, Oregon

Commissioners
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD

dc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10
March 2, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Robert Lohman, Oregon Bank Building, Portland 4, Oregon and filed as of this date, a notice of claim by Industrial Air Products Co. for materials furnished to-wit: industrial gases, welding equipment and supplies in the sum of \$394.04 together with interest thereon at the rate of 6% per annum until paid against the bond taken from Keystone Construction Co. Inc, principal and American Insurance Co., surety for the work of grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County. State Highway Contract No. 5604.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo Stephens*
Public Records Section

GS:FK
Enc.

NOTED
C. W. HEAD



NOTICE OF CLAIM

TO: Howell Appling, Secretary of State
Floyd Query, Secretary, Oregon State Highway Commission
C.H. Mason, Chief Accountant, Oregon State Highway Commission
G.L. Pearson, Attorney in Fact, American Insurance Co.
1220 S.W. Columbia Street, Portland, Oregon
Richard M. Cole, Cole, Clark & Cunningham, Inc.
222 S.W. 4th Avenue, Portland, Oregon

Notice is hereby given that the undersigned, Industrial Air Products Co. has a claim for materials furnished, to-wit:

Industrial gases, welding equipment and supplies,
between July 1, 1961 and December 1, 1961, in the sum of
\$394.04 together with interest thereon at the rate of 6% per
annum from January 1, 1962 until paid, against the bond taken
from Keystone Construction Co. Inc. as principal and American
Insurance Co., a corporation organized and existing under the
laws of the State of New Jersey, a Bonding Company, as surety,
for the work of grading on the Baker-Pleasant Valley Section of
the Old Oregon Trail Highway in Baker County, Contract No. 5604.

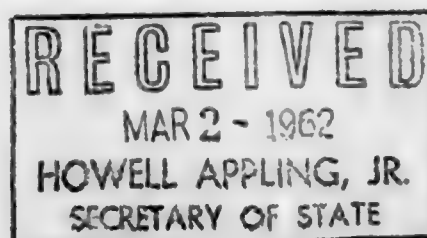
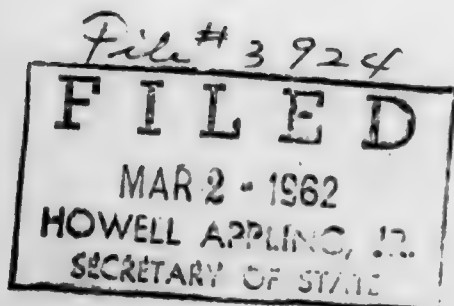
This Notice is given pursuant to ORS Chapter 279.

DATED this 28th day of Feb, 1962.

INDUSTRIAL AIR PRODUCTS CO.

BY Gilbert Schnitzer
Gilbert Schnitzer, President

3200 N.W. Yeon Avenue
Portland 10, Oregon



RECEIVED
MAR 8 1962

FOR FILING

604

March 5, 1962

Lohman & Robinson
Oregon Bank Building
Portland 4, Oregon

Attention: Mr. Robert Lohman

Gentlemen:

This is to acknowledge receipt of your letter of March 1 and attached copies of notices of claim of your client, Industrial Air Products Co., in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., and No. 5894 with R. E. Hall Construction Co.

The Secretary of State has informed us that the three claims of the Industrial Air Products Co. were filed in his office on March 2, 1962.

This information has been noted in our records and we have advised the sureties and the contractors of this filing.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

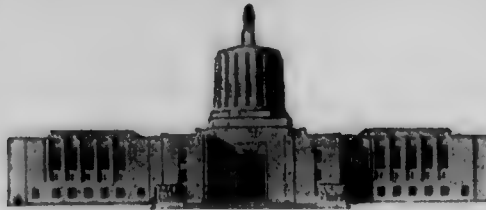
NOTED ON CARD

dc

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 5, 1962

Lohman & Robinson
Attorneys at Law
Oregon Bank Building
Portland 4, Oregon

Attention: Robert Lohman

Gentlemen:

This will acknowledge receipt of your letter of March 1, 1962, advising us of claims by the Industrial Air Products Company against Arlie Bryant, Keystone Construction Company and Cartwright Construction Company.

The claims have been forwarded to Mr. Floyd Query, Secretary, Oregon State Highway Commission for appropriate action.

Very truly yours,

C. H. Maison
Auditor

CHM:jc

cc: Floyd Query /

*Cec,
please handle
76*

NOTED
C. W. HEAD

LAW OFFICES
LOHMAN & ROBINSON

ROBERT LOHMAN
GERALD H. ROBINSON

OREGON BANK BUILDING
PORTLAND 4, OREGON
CAPITOL 6-6031

March 1, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Industrial Air Products Co. v. J. Arlie Bryant,
Claim for \$1,170.60, Our File # 62-52

Industrial Air Products Co. v. Keystone Construction
Co. Claim for \$394.04, Our File # 62-54

Industrial Air Products Co. v. Cartwright Construction
Co. Claim for \$128.85, Our File # 62-53

Dear Mr. Query:

Enclosed please find claims as listed above, of Industrial
Air Products Co, supplier of materials.

Please acknowledge receipt of same.

Very truly yours,

LOHMAN & ROBINSON

Robert Lohman

Robert Lohman
RL/by
Encl.

cc, please reply
76



NOTED
FLOYD QUERY

NOTICE OF CLAIM

TO: Howell Appling, Secretary of State
Floyd Query, Secretary, Oregon State Highway Commission
C.H. Mason, Chief Accountant, Oregon State Highway Commission
G.L. Pearson,, Attorney in Fact, American Insurance Co.
1220 S.W. Columbia Street, Portland, Oregon
Richard M. Cole, Cole, Clark & Cunningham, Inc.
222 S.W. 4th Avenue, Portland, Oregon

Notice is hereby given that the undersigned, Industrial Air Products Co. has a claim for materials furnished, to-wit:

Industrial gases, welding equipment and supplies at the request of Cartwright Construction Co., sub-contractor to Keystone Construction Co. between October 1, 1960 and May 1, 1961, in the sum of \$128.85 together with interest thereon at the rate of 6% per annum from June 1, 1961 until paid, against the bond taken from Keystone Construction Co. Inc. as principal and American Insurance Co., a corporation organized and existing under the laws of the State of New Jersey, a Bonding Company, as surety, for the work of grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, Contract No. 5604.

This Notice is given pursuant to ORS Chapter 279.

DATED this 28th day of Feb, 1962.

INDUSTRIAL AIR PRODUCTS CO.

By Gilbert Schnitzer
Gilbert Schnitzer, President.

3200 N.W. Yeon Ave.
Portland 10, Oregon

NOTICE OF CLAIM

TO: Howell Appling, Secretary of State
Floyd Query, Secretary, Oregon State Highway Commission
C.H. Mason, Chief Accountant, Oregon State Highway Commission
G.L. Pearson, Attorney in Fact, American Insurance Co.
1220 S.W. Columbia Street, Portland, Oregon
Richard M. Cole, Cole, Clark & Cunningham, Inc.
222 S.W. 4th Avenue, Portland, Oregon

Notice is hereby given that the undersigned, Industrial Air Products Co. has a claim for materials furnished, to-wit:
Industrial gases, welding equipment and supplies,
between July 1, 1961 and December 1, 1961, in the sum of \$394.04 together with interest thereon at the rate of 6% per annum from January 1, 1962 until paid, against the bond taken from Keystone Construction Co. Inc. as principal and American Insurance Co., a corporation organized and existing under the laws of the State of New Jersey, a Bonding Company, as surety, for the work of grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County, Contract No. 5604.

This Notice is given pursuant to ORS Chapter 279.

DATED this 28th day of July, 1962.

INDUSTRIAL AIR PRODUCTS CO.

By Gilbert Schnitzer
Gilbert Schnitzer, President

3200 N.W. Yeon Avenue
Portland 10, Oregon

RECEIVED
MAR 5 1962

FOR FILING

5604

March 2, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$1,194.62 which has been filed with the Secretary of State by George M. Philpott Co. Oregon, Ltd., for rental of equipment and furnishing of parts and materials to Keystone Construction Company, Inc.

This claim appears to be in reference to the following Keystone Construction Company contract:

Contract No. 5604. Grading, Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

cc: Cole, Clark & Cunningham, Inc.
222 S. W. Fourth Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

M. K. McIver
Glenn L. Jackson
Forrest Cooper

NOTED ON CARD

dc

RECEIVED
MAR 2 1962

COMMISSIONERS
FOR FILING
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 2, 1962

5604

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$1,194.62 which has been filed with the Secretary of State by George M. Philpott Co. Oregon, Ltd., for rental of equipment and furnishing of parts and materials to Keystone Construction Company, Inc.

This appears to be in reference to the following Keystone Construction Company contracts:

Contract No. 5604. Grading, Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Contract No. 5769. Grading and paving, Pleasant Valley-Hill Creek section of the Old Oregon Trail in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

cc: Cole, Clark & Cunningham, Inc.
222 S. W. Fourth Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

M. K. McIver
Glenn L. Jackson
✓ Forrest Cooper



NOTICE OF CLAIM

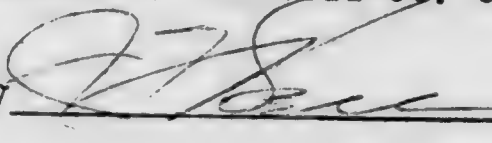
TO: STATE OF OREGON, by and through
the STATE HIGHWAY DEPARTMENT

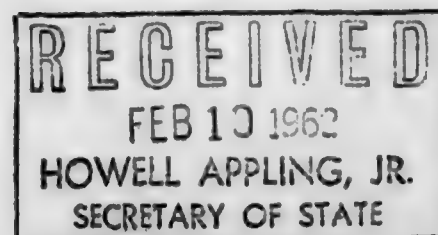
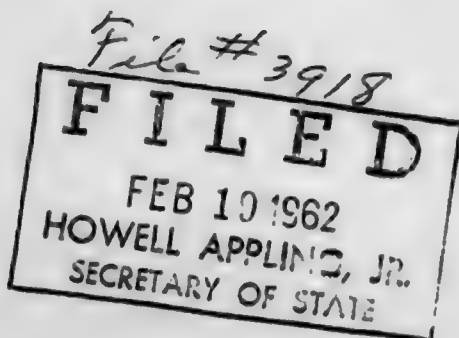
Notice is hereby given that the undersigned,
GEORGE M. PHILPOTT CO. OREG., LTD., has a claim for the
rental of equipment and furnishing of parts and materials
from approximately April 1, 1960, to December 31, 1961, in
the sum of \$1,194.62 against the bond taken from KEYSTONE
CONSTRUCTION CO., as principal, and AMERICAN INSURANCE COMPANY,
as surety, for the work relating to the Baker-Pleasant Valley
Section of Old Oregon Trail Highway being performed under
Oregon State Highway Department Contract No. 5604.

This notice is given pursuant to ORS, Chapter 279.

DATED this 16 day of February, 1962.

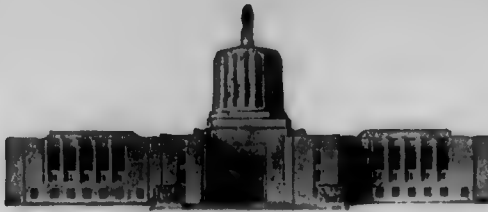
GEORGE M. PHILPOTT CO. OREG., LTD.

By 



RECEIVED
FEB 20 1962
COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 20, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached is a claim letter for filing in the amount of \$300 received from Glen F. Hall, Plumbing, Baker, for work performed for Keystone Construction Company.

This appears to be in connection with the Keystone Construction Company, Inc., Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

Also enclosed is a copy of a letter pertaining to this claim from Mr. R. R. Cameron, our Highway Resident Engineer at Baker.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bond on this contract.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

File # 3920
FILED
FEB 21 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD

dc

RECEIVED
FEB 21 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

February 20, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached is a claim letter for filing in the amount of \$300 received from Glen F. Hall, Plumbing, Baker, for work performed for Keystone Construction Company.

This appears to be in connection with the Keystone Construction Company, Inc., Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

Also enclosed is a copy of a letter pertaining to this claim from Mr. R. R. Cameron, our Highway Resident Engineer at Baker.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bond on this contract.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARD

dc

RECEIVED
FEB 21 1962

FOR FILING

5614

February 22, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated February 8, has been received from Glen F. Hall, Plumbing, Baker, advising that Keystone Construction Company owes them a balance of \$300.

This appears to be in reference to the Keystone Construction Company, Inc. Contract No. 3634, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy for your records.

We provide this information as your company appears as surety on the performance bond furnished with the contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
638 Main Street N.
P. O. Box 55
Prineville, Oregon

M. K. McIver
G. L. Jackson
Forrest Cooper

NOTED ON CARD
dc

February 20, 1962

Glen F. Hall, Plumbing
2200 Grove Street
Baker, Oregon

Dear Sir:

Mr. A. F. Parson, our Division Engineer at La Grande, has forwarded your claim letter of February 8 to us in which you state that Keystone Construction Company owes you a balance of \$300 in connection with the Pleasant Valley Project.

This appears to be in reference to the Keystone Construction Company, Inc., Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

So there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the meantime this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

cc: A. F. Parson
Division Engineer
La Grande

NOTED ON CARD

de

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
February 14, 1962

To:

Mr. Floyd Query
Secretary
Salem

SUBJECT: Claim for Bill
Baker-Pleasant Valley Section
Contract No. 5604

Herewith, another bill against Keystone Construction Company
on subject project.

A. F. Parson
A. F. Parson
Division Engineer

AFP:gb



Acc. please handle

NOTED
FLOYD QUERY

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon
February 9, 1962

SUBJECT: Baker-Pleasant Valley Section
Contract No. 5604, Grading
Claim for bill due

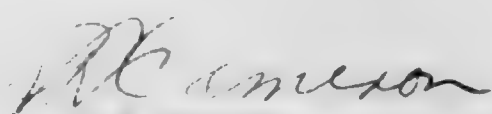
To:

A. F. Parson
Division Engineer

La Grande

Herewith is a letter from Glen F. Hall in which he claims a balance due him of \$300.00 for work performed on subject project. The work was in connection with Extra Work Order No. 4 for installing a 4" water pipe.

I spoke to Mr. Hall on the telephone on February 7, 1962. Mr. Hall indicated that it was his intention to establish a claim against the contract bond for the amount due him.


R.R. Cameron
Resident Engineer

Phone 987

GLEN F. HALL

PLUMBING AND REPAIR

2200 Grove Street

Baker, Oregon



Feb. 8, 1962

Mr. Cameron, Resident Engineer
Oregon State Highway Dpt.
2675 Church St.
Baker, Oregon

Dear Sir:

In reference to our telephone conversation, about the 4" pipe for the Pleasant Valley Highway that Keystone Construction owes us money on, we find that they owe us a balance of \$300.00. Their balance was \$580.36, they paid \$280.36 which leaves a balance of \$300.00.

Yours very truly,

Glen F. Hall, Plumbing

A handwritten signature in cursive script that reads "Glen F. Hall".

Glen F. Hall

RECEIVED
25 1962

FOR FILING
5601

February 2, 1962

American Insurance Company
McLaughlin Building
1320 S. W. Columbia
Portland 1, Oregon

Sentiment:

Notice of claim dated January 21, 1962 has been received from Quince Oil Company of California advising us that the Cartwright Construction Company owes them for petroleum products and materials in the amount of \$5,254.44.

This appears to be in reference with the Keystone Construction Company, Inc. Contract 3604 for grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway in Baker County.

The claim has been forwarded to the Secretary of State for filing. Attached is a copy for your records.

This information is furnished as your company appears as surety on the performance bond furnished on this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Cole, Clark & Cunningham, Inc.
222 S. W. Fourth Avenue
Portland 4, Oregon

Keystone Construction Company, Inc.
685 N. Main Street
P. O. Box 55
Prineville, Oregon

M. K. McIvor
G. L. Jackson
Forrest Cooper

NOTED ON CARD

dc

RECEIVED
FEB 6 1962

FOR FILING

T-11-11
5664

February 2, 1962

American Insurance Company
Mc Laughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$15,247.84 which has been filed with the Secretary of State by Beall Pipe and Tank Corporation for culvert furnished to Keystone Construction Company.

This appears to be in connection with the following Keystone Construction Company contracts:

5634, grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway in Baker County.

5769, grading and paving on the Pleasant Valley-Hill Creek section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished on each of these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Cole, Clark & Cunningham, Inc.
222 S. W. Fourth Avenue
Portland 4, Oregon

Keystone Construction Co.
675 N. Main Street
P. O. Box 50
Prineville, Oregon

M. K. McIver
G. L. Jackson
Forrest Cooper

NOTED ON CARD

dc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

January 25, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from L. F. Birkel, Controller, c/o Beall Pipe and Tank Corporation, 12005 N. Burgard Street, Portland 3, Oregon, and filed as of this date, a notice of claim by same for culvert in the sum of \$15,247.84 against the bond taken from Keystone Construction Company, principal, and the American Insurance Company, surety for the work of grading at the job location, Old Oregon Trail Highway at Baker, Oregon. Oregon State Highway Contracts No. 5604 and 5769.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copies.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo Stephens*
Public Records Section

GS:FK
Enc.

Cc, please handle
76



NOTED
FLOYD QUERY

NOTED
C. H. 10-10

BEALL PIPE & TANK CORP. OF COLO.
5701 COLORADO BLVD.
DENVER, COLORADO

BEALL, INC.
218 N. 16TH ST.
BILLINGS, MONTANA

BEALL PIPE & TANK CORP.
225 BROADWAY
BOISE, IDAHO



BEALL PIPE AND TANK CORPORATION

12005 N. BURGARD STREET

PORTLAND 3, OREGON
January 24, 1962

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

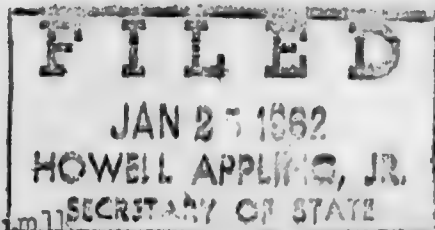
Notice is hereby given that the undersigned has a claim for culvert in the sum of \$15,247.84 on Oregon State Highway Jobs #5604 and 5769.

This will be against the bond taken from Keystone Construction Company, principal, and the American Insurance Company, Surety, for the work of grading at the job location, Old Oregon Trail Highway at Baker, Oregon.

Should you need copies of these invoices, we would be glad to forward them upon your advice.

Very truly yours,

BEALL PIPE AND TANK CORPORATION

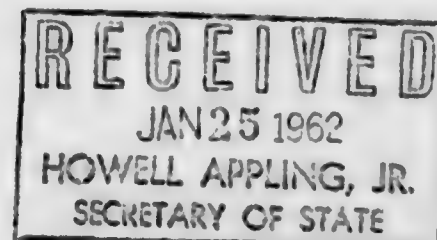
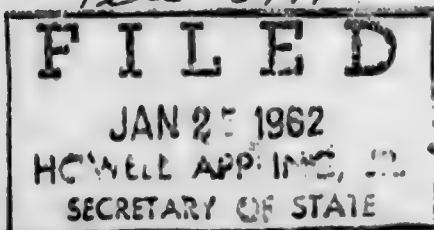


L. F. Birkel
L. F. Birkel
Controller

LFB:ml

cc: Secretary of the State of Oregon Highway Commission
American Insurance Co., 1220 S. W. Columbia, Portland, Ore.

File #3911



RECEIVED
FEB 6 1962

FOR FILING

5664

February 2, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$104.90 which has been filed with the Secretary of State by Herb A. Hardman, Baker, for hardware materials furnished to Keystone Construction Company, Inc.

The claim states that this is in reference to the following Keystone Construction Company contracts:

5604, grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway in Baker County.

5966, grading and paving on the Pleasant Valley-Hill Creek section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished on each of these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Cole, Clark & Cunningham, Inc.
222 S. W. Fourth Avenue
Portland 4, Oregon

Keystone Construction Co.
605 N. Main Street
P. O. Box 55
Prineville, Oregon

NOTED ON CARD

dc

M. K. McIver
G. L. Jackson
Forrest Cooper



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

January 22, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from E. T. Nero, c/o Nero's Hardware, 2200 Main, Baker, Oregon, and filed as of this date, a notice of claim by Nero's Hardware for hardware materials purchased from Nero's Hardware by Keystone Construction Company in the sum of \$104.93 for contract No. 5604 and 5769 for grading Baker Pleasant Valley Section, Old Oregon Trail Highway--Baker, Oregon, Baker County and Pleasant Valley--Hill Creek Section, Old Oregon Trail Highway--Baker County, American Insurance Co., surety.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo Stephens*
Public Records Section

GS:FK
Enc.

See, please handle



NOTED
FLOYD QUERY

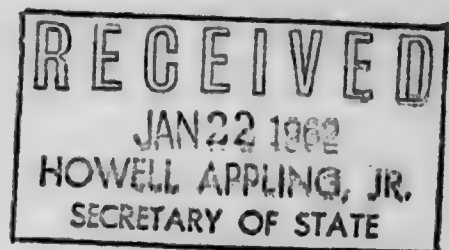
NOTED
C. W. HEAD

NERO'S HARDWARE

TELEPHONE JACKSON 3-4921
2200 MAIN
BAKER, OREGON

Jan. 18, 1962

Secretary of State
State of Oregon
Salem, Oregon



Gentlemen:

To Secretary of State -

Notice hereby is given that The undersigned
Nero's Hardware has a claim for Hardware
materials purchased from Nero's Hardware
by Keystone Construction Company during
the period Aug. 3, 1961 to Oct. 9, 1961 in the
amount of \$104⁹³. Keystone has two contracts -

contract No 5604

Grading

Baker Pleasant Valley Section

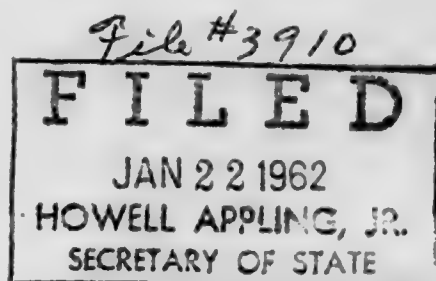
Old Oregon Trail Highway - Baker Oregon Bkr. County

Surety - American Insurance Co.

Agent - Cole, Clark & Cunningham Inc.

222 S. W. 4th Ave. Portland 4, Oregon

Approximately 98 percent complete.



NERO'S HARDWARE

TELEPHONE JACKSON 3-4921

2200 MAIN

BAKER, OREGON

Contract No 3769

grading - paving

Pleasant Valley - Hill Creek Section

Old Oregon Trail Highway - Baker County

Surety - American Insurance Co.

Agent - Cole, Clark & Cunningham, Inc.

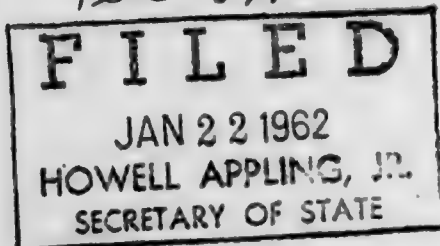
222 S. W. 4th - From Portland 4 Oregon.

Approximately 81 per cent complete.

Claim was made by Nero's Hardware by letter and is on file with The State Highway Department at Salem Oregon. This was filed Dec-20 1961.

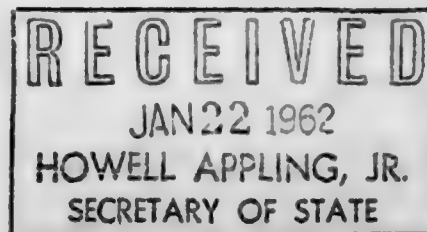
File #3910

Signed Nero's Hardware.



By E. M. Nero

[Signature]



RECEIVED
FEB 5 1962

FOR FILING

5604

February 2, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: George C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$3,234.44 received from Standard Oil Company of California for petroleum products and materials supplied to Cartwright Construction Company, subcontractor to Keystone Construction Company, Inc.

This appears to be in connection with Keystone Construction Company, Inc. Contract 5604 for grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

lc

RECEIVED
FORM E-120-2 NOV 6-61
FEB 7 1962

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 2, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached is a "Notice of Claim" with statement and invoices, in the amount of \$14,633.88, received from Concrete Conduit Division of Martin Marietta Corporation, Portland, for materials furnished to Keystone Construction Company.

This appears to be in reference to the Keystone Construction Company, Inc., Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM

Encl.

P. S. The performance bond on this contract was furnished by American Insurance Company, McLaughlin Building, 1220 S. W. Columbia, Portland 1, Oregon.

FQ ✓

File # 3913
FILED
FEB 6 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARL
dc

RECEIVED
FEB 6 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
FEB 7 1962
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

February 2, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached is a "Notice of Claim" with statement and invoices, in the amount of \$14,633.88, received from Concrete Conduit Division of Martin Marietta Corporation, Portland, for materials furnished to Keystone Construction Company.

This appears to be in reference to the Keystone Construction Company, Inc., Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

P. S. The performance bond on this contract was furnished by American Insurance Company, McLaughlin Building, 1220 S. W. Columbia, Portland 1, Oregon.

FQ

NOTED ON CARD

SC

RECEIVED
FEB 5 1962

FOR FILING

1174

February 2, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A "Notice of Claim", dated February 1, 1962, with statement and attached invoices, has been received from the Concrete Conduit Division of Martin Marietta Corporation, 3441 N. Columbia Boulevard, Portland 17, advising that Keystone Construction Company owes them for various materials in the amount of \$14,633.00.

This appears to be in reference to the Keystone Construction Company, Inc., Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

The notice of claim with attachments has been forwarded to the Secretary of State for filing. Attached is a copy of the claim for your records.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
635 N. Main Street
P. O. Box 55
Prineville, Oregon

M. K. McIver
G. L. Jackson
Forrest Cooper

NOTED ON CARD

de

February 2, 1962

Concrete Conduit Division of
Martin Marietta Corporation
3841 N. Columbia Boulevard
Portland 17, Oregon

Gentlemen:

This is to acknowledge receipt of your "Notice of Claim", dated February 1, 1962, and attached statement and invoices in the amount of \$14,633.88, for various materials furnished to Keystone Construction Company.

Your claim states that this is in connection with the Keystone Construction Company Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

So that there will be no misinterpretation of the law, we are forwarding your claim and attachments to the Secretary of State for filing. In the interim this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARD

dc

NOTICE OF CLAIM

TO: C. H. Maison, Auditor of the State of Highway Commission
State Highway Building
Salem, Oregon

Notice is hereby given that Concrete Conduit Division of Martin Marietta Corporation, formerly; Concrete Conduit Company, Division of American-Marietta Company has a claim for materials; namely:

various materials per enclosed copies
of invoices and statements

furnished by it to Keystone Construction Company, prime contractor, said claim being in the sum of Fourteen Thousand Six Hundred Thirty-Three and 88/100 Dollars (\$14,633.88) for the Baker County, Old Oregon Trail Highway, Baker-Pleasant Valley Section, Job No. 5604.

The above materials were furnished to the said Keystone Construction Company for the above described work, and the above sum is due and unpaid.

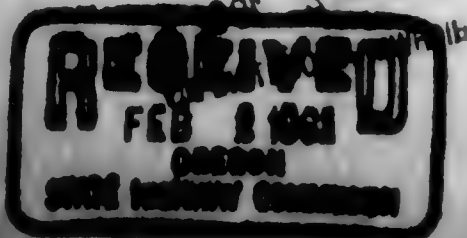
Date this 1st day of February, 1962.

CONCRETE CONDUIT COMPANY
CONSTRUCTION MATERIALS DIVISION
MARTIN MARIETTA CORPORATION

By Lay Turner

REFERRED TO

C. H. MAISON, Auditor



RECEIVED
FEB 5 1962

FOR FILING

5604

February 2, 1962

Standard Oil Co. of California
Western Operations, Inc.
P. O. Box 220
Seattle 11, Washington

Gentlemen:

We have received your notice of claim dated January 31, 1962 in the amount of \$,244.44 for petroleum products and materials supplied to Cartwright Construction Company (subcontractor).

Your notice of claim states that this is in reference to the Keystone Construction Company Contract 5604 for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County. So that there will be no misinterpretation of the letter, we are forwarding your notice of claim to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

cc

NOTICE OF CLAIM

January 31, 1962

TO: Oregon State Highway Commission
Salem
Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Standard Oil Company of California, Western Operations, Inc., has a claim for petroleum products and materials supplied by Standard Oil Company of California, Western Operations, Inc., to Cartwright Construction Company, in the sum of \$3,234.44, against the bond taken from Keystone Construction Co., Box 55, Prineville, Oregon, and its surety, American Insurance Company, 15 Washington Street, Newark 1, New Jersey, for the work of highway construction, at Pleasant Valley - Baker section, being Contract No. 5604.

STANDARD OIL COMPANY OF CALIFORNIA
WESTERN OPERATIONS, INC.

By J. D. Hasty
Regional Credit Manager

cc: American Insurance Company
c/o Cole, Clark and Cunningham
222 S.W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co.
Box 55
Prineville, Oregon

Cartwright Construction Co.
Durkee
Oregon



RECEIVED
FEB 20 1962

FOR FILING

5604

January 30, 1962

Agenda Item 4-t

California-Pacific Utilities Company
Baker, Oregon

Attention: Mr. C. Stanley Rasmussen
District Engineer

Gentlemen:

We are enclosing three copies of an Application and Contract between the California-Pacific Utilities Company and the State Highway Commission covering the extension of its power line to serve the State's truck weighing scale on the Baker-Pleasant Valley Section of the Interstate Highway. These copies have been executed by the State Highway Commission and are now ready for execution by the California-Pacific Utilities Company.

When fully signed please return one copy to this office for the Commission's files.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

rn
Enc.

CALIFORNIA-PACIFIC UTILITIES COMPANY

Baker, Oregon
January 5, 1961

State of Oregon
Highway Department
Salem, Oregon

Attention: G. W. Ross,
Assistant Director
of Permits

Dear Sir:

Enclosed please find the contract pertaining
to power line extension to your scale house on Highway 30.
When you have signed all three copies please return them
to us at Baker for completion.

Sincerely yours,

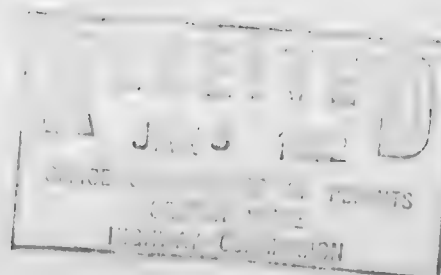

C. Stanley Rasmussen
District Engineer

CSR:ma

enc:



NOTED
G. W. ROSS



January 2, 1962

California-Pacific Utilities Company
Baker, Oregon

Attention: C. Stanley Rasmussen
District Engineer

Dear Sir:

This letter will authorize the construction of an electrical extension to service our new scale house south of Baker on Highway U.S. 30.

Formal approval must wait for the Highway Commission meeting on January 19th but inasmuch as we need the service at the earliest possible date, this means is being used to expedite construction.

Please send the necessary papers to me at your earliest convenience so that we may comply with the conditions outlined in your letter of December 14, 1961.

Very truly yours,

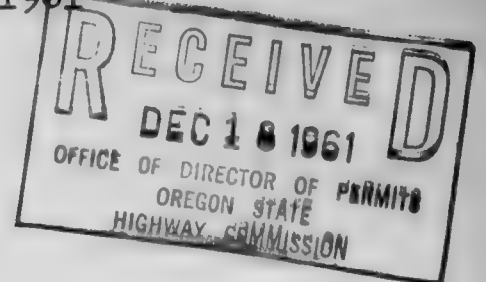
R. B. Sipprell
Director of Permits

G. W. Ross.
Assistant Director of Permits

OWH:el
cc - Robert Juicen
C. G. Deye

CALIFORNIA-PACIFIC UTILITIES COMPANY

Baker, Oregon
December 14, 1961



State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Robert Judson

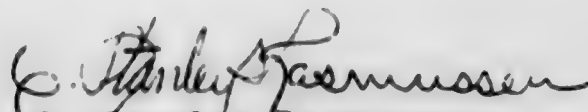
Dear Sir:

In regard to our telephone conversation of December 13, 1961, we are enclosing the estimated cost of serving the scale house on Highway 30 between Baker and Pleasant Valley.

The estimated cost of the extension is \$664.05, which under our extension policy would necessitate your giving us a five year contract guaranteeing a minimum monthly payment of \$12.30.

If this meets with your approval we would be able to initiate the necessary paper work and do the job sometime in January, 1962.

Sincerely yours,


C. Stanley Rasmussen,
District Engineer

CSR:ma

cc: L. G. Gray

NOTED
G. W. ROSS

NOTED
JUDSON

Approx. 300'
1 primary span

Web

BCE LAG 174 12- 12- 12-21-61 343P

M W HUGHLETT

REPORT RECEIVED FROM BAKER TO THE EFFECT THAT
THAT THE SCALE PIT EAST OF BXX OF XXX OF BAKER ON T
THE BAKER-PLEASANT VALLEY PROJECT IS NOW COMXX
COMPLETE AND READY FOR SCALE INSTALLATION.
WEATHER IS STILL COLD AND SOME SNOW.

KARL LAYTON
088

G. W. Ross

NOTED
G. W. ROSS

RECEIVED
JAN 31 1962

FOR FILING

5604

January 30, 1962

Lohman & Robinson
Oregon Bank Building
Portland 4, Oregon

Attention: Mr. Robert Lohman

Gentlemen:

This is in reply to your letter of January 19 concerning the filing of claims and your affidavit requesting certified copies of two contracts and their respective bonds.

As requested, we are attaching certified copies of the following contracts:

No. 5604, Keystone Construction Co., Inc., grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

No. 5894, R. E. Hall Construction Co., grading and oiling Bally Mt. Road-Meadow Creek Section on the Ukiah-Hilgard Secondary Highway in Union County.

A notice of claim may be filed at any time but not later than six months after acceptance of the contract. The "acceptance" referred to in the law pertains, as we understand it, to the acceptance of the contract by the State Highway Commission, not to the acceptance of the materials furnished by your client.

The R. E. Hall Construction Co. Contract No. 5894 was approximately 63 percent complete as of January 26. The estimated completion date is July 1, 1962.

The Keystone Construction Co., Inc., Contract No. 5604 was approximately 98 percent complete as of January 26, 1962. The estimated completion date is July 1, 1962.

Write to us, if you wish, sometime near the estimated completion date and we can advise you if the contracts have been accepted.

Yours very truly,

NOTED ON CARL

dc

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

LAW OFFICES
LOHMAN & ROBINSON

ROBERT LOHMAN
GERALD H. ROBINSON

OREGON BANK BUILDING
PORTLAND 4, OREGON
CAPITOL 6-6031

January 19, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, 10, Oregon

Re: Application for certified copy of contract and bond.

Dear Mr. Commissioner:

Enclosed please find affidavit pursuant to ORS 279.514 and 515 for application for certified copies of contract and bond. The contracts are identified in the enclosed affidavit.

Some confusion has arisen with reference to the time for filing the notice of claim pursuant to ORS 279.526. The statute indicates that notice is to be filed

Anytime
"prior to the expiration of 6 months immediately following the acceptance of the work by the affirmative action of the public body which let the contract."

No Does this mean I must, before filing notice of claim, seek your formal acceptance of the materials my client had heretofore furnished for the said contract, or

No Must I wait until the whole contract has been completed and accepted, which in some cases may take some time should they finish at all.

— If the former is correct, what procedure is necessary to obtain a formal acceptance from you for the materials and supplies delivered by my client?

If the latter is correct, will you notify this writer when the work is accepted? In the event your office does not notify that the work is accepted, how is this information obtainable?

Your cooperation and assistance in this matter will be greatly appreciated.

Very truly yours,

LOHMAN & ROBINSON

Robert Lohman
Robert Lohman
RL/by
Encl.



1 STATE OF OREGON,)
2) ss.
County of Multnomah,)

3 I, Gilbert Schnitzer, being firstduly sworn, depose and
4 say: That I am the president of Industrial Air Products Co.
5 an Oregon corporation. That its claim for delivery of materials
6 and supplies has not been paid, in connection with the following
7 contractor, and state highway contracts:

8 1. J. Arlie Bryant, sub contractor to R.E. Hall Construction
9 Company, State Highway Contract #5894.

10 2. Cartwright Construction Co. State Highway contract
11 # 5604.

12 3. Keystone Construction Co. State Highway contract
13 # 5604.

14 Therefore, application is hereby made for certified copies
15 of the herein mentioned contracts and their respective bonds.

16 INDUSTRIAL AIR PRODUCTS CO.

17 BY Gilbert Schnitzer
18 Gilbert Schnitzer, President

19 SUBSCRIBED and sworn to before me this 20th day of January, 1962.

20 W. W. Ellis

21 Notary Public for Oregon

22 My Commission expires: 2/18/62

23 My Commission Expires Dec. 13, 1963

24
25
26
27
28
29
30
31
32 AFFIDAVIT.

RECEIVED
JAN 22 1962

FOR FILING

January 18, 1962

Mr. Clarence Porter, Adjuster
American Insurance Co.
1221 Failing Bldg.
Portland, Oregon

RE: Claim Against Bond - \$338.35
Keystone Construction Co.
State Hwy. Contract No. 5604

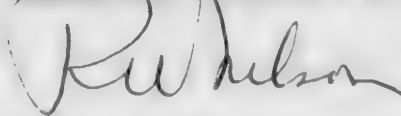
Dear Sir:

As of November 24, 1961, we filed claim for traffic signs furnished in the sum of \$338.35 against the bond taken from Keystone Const. Co., principal and American Insurance Co., surety, for the work of grading at the job location of Baker-Pleasant Valley Sect., Old Oregon Trail Hwy., Baker County.

Our invoice dates from July 18, 1961 and payment has not been received. Unless payment has been received on or before February 10, 1962, we will be forced to institute action for collection.

Very truly yours,

TRAFFIC SAFETY SUPPLY CO.



R. W. Nelson
General Manager

RWN:er

cc: Keystone Const. Co.
✓ Mr. Floyd Query, Secty.
Oregon State Hwy Comm.
Mr. H. well Appling, Secty. of State

NOTED
FLOYD QUERY

RECEIVED
JAN 18 1962

FOR FILING

5604

January 17, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter has been received from the Industrial Air Products Co., Portland, dated December 27, 1961, advising that Keystone Construction Co., Inc., (prime contractor), owe them \$382.04, and that Cartwright Construction Co. (subcontractor), owe them \$128.85.

This appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD

sc

RECEIVED
13 1962

FOR FILING

1-21-71
5604

January 17, 1962

Industrial Air Products Co.
3200 N. W. Yeon Avenue
Portland 10, Oregon

Attention: Mr. W. M. Ellis
Office Manager

Gentlemen:

Mr. H. S. Coulter, Assistant Highway Division Engineer, La Grande, has informed us that Keystone Construction Co., Inc., (prime contractor), owe you \$382.04, and that Cartwright Construction Co. (subcontractor), owe you \$128.85. It is our understanding that this is in connection with State Highway Contract No. 5604 with Keystone Construction Co, Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

At the present time this contract is approximately 98% complete. As Mr. Coulter stated in his letter, the American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S.W. 4th Ave., Portland 4, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

Contract payments are not withheld by us unless requested by the surety or by our own department.

If you wish to protect your claim under the bond it should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your claim letter.

Yours very truly,

NOTED ON CARD

cc

Secretary
OREGON STATE HIGHWAY COMMISSION

CC Mr. H. S. Coulter
Asst. Division Engineer
La Grande, Oregon

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 16, 1962

SUBJECT: Baker-Pleasant Valley Section
Contract No. 5604

To: Mr. Floyd Query
Secretary
OFFICE

L

Enclosed find copies of correspondence dealing with claims against the prime contractor and his sub-contractor on this project. I believe that Assistant Division Engineer Coulter has practically answered the letter from the Industrial Air Products Company. However, if that is not the case, you may want to take other action.

F. D. Morgan
Construction Engineer

By

F. B. Klaboe
F. B. Klaboe

Assistant Construction Engineer

FBK:bjh

encs.

Cec, please handle — have these claims been filed with us before?



COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

La Grande, Oregon
January 11, 1962

3200

Industrial Air Products Company
5200 N. W. York Avenue
Portland 10, Oregon

Attention: W. H. Ellis, Office Manager

CONSTRUCTION DIVISION
RECEIVED
JAN 15 1962
NOTED--☐ ☐ ☐ ☐
CE ACE AGE CUE

Dear Sir:

This is to acknowledge your letter of December 27, 1961, addressed to our Resident Engineer Mr. R. E. Cameron, at Baker stating that Keystone Construction Company owes you \$582.04, and that Cartright Construction Company owes you \$128.85.

Contract 1404 to which you referred was a grading contract on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

The American Insurance Company through Cole, Clark & Cunningham, Inc., 322 S. W. 4th Avenue, Portland 4, furnished the Performance Bonds on this contract. This Performance Bond is given to assure completion of work under the contract and payment of all bills incurred. The State does not make payment of claims, but looks to the prime contractor and surety for such payment. If you wish to protect your claim under the bond, claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission.

It is anticipated that this contract will be completed sometime in the late spring or early summer of 1962.

Very truly yours,

A. F. Parson
Division Engineer

[Signature]

E. S. Coulter
Assistant Division Engineer

ES:gb
cc - R. E. Cameron
F. E. Hagan
Keystone Construction Company
Cartright Construction Company

PORTLAND AND SEASIDE, OREGON
ASTORIA - TACOMA - SPOKANE AND SEASIDE, WASHINGTON
BOZEMAN - BUTTE - SALT LAKE CITY - DENVER, COLORADO

INDUSTRIAL AIR PRODUCTS CO.



HOME
3280 N. W.
PHONE CAP
PORTLAND

December 27, 1941

CABLE ADDRESS

Oregon State Highway Department
Attention: R. R. Cameron
Resident Engineer
2605 Church Street
Eaker, Oregon



We have been furnishing merchandise to the Keystone Construction Co., who we understand is the prime contractor on the above job. At the present time the Keystone Construction Co. is owing us \$380.00.

Will you please tell us what we have to do in order to secure protection on this balance, as we understand that the job is approximately completed at the present time.

We also find that the Cartright Construction Co. of Eugene, Oregon has been doing subcontracting work for the Keystone Construction Co. and they are owing us \$120.00 which is long past due on this job.

We certainly would appreciate your advising us what we have to do to secure protection on these two balances, and certainly anything you can do for us will be greatly appreciated by our firm.

INDUSTRIAL AIR PRODUCTS CO.

R. R. Cameron, Resident Engineer

WEC/2

RECEIVED
JAN 17 1962

FOR FILING

5614

Salem, Oregon
January 16, 1962

Estimate No. 22
Contract No. 5604
Baker-Pleasant Valley Section

Mr. A. A. Cameron
Assistant Engineer
2695 Church St.,
Baker, Oregon

Estimate No. 22 and Project Cost Reports on above contract are being returned as the amount of payment is under \$500.00 due to a reduction of \$1,500.00 for liquidated damages.

The weekly report of workday charges indicate the contractor used 294 days to date, less 238 days allowed without penalty, which leaves a balance of 56 days chargeable:

56 days at \$300.00	= \$16,800.00
Previously Deducted 51 days at \$300.00	= 15,300.00
Deduction, Est. #22 5 days at \$300.00	= \$ 1,500.00
Work Performed, Estimate #22	\$ 1,800.72

The statement of deduction items has been corrected on the enclosed estimate.

L. H. Young
Office Engineer

Enclosures

cc: A. F. Parson

Keystone Construction Co.
635 E. Main St.
Prineville, Oregon

DBP:or

RECEIVED
JAN 17 1962

FOR FILING

T-N-1(1) 3-1
5664

January 15, 1962

American Insurance Company
% Cole, Clark & Cunningham, Inc.
222 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

A claim letter has been received from Scott M. Kelley, Attorney at Law in Portland, on behalf of Automatic Welders and Rebuilders, Inc. advising that Keystone Construction Company, Inc. owes them \$385.05 for tractor parts in connection with a highway project in Pleasant Valley near Baker.

We provide this information as your company appears as surety on the performance bond furnished with the following contracts on which Keystone Construction Company, Inc. is the prime contractor.

- (1) Contract No. 5604, grading Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County.
- (2) Contract No. 5769, grading and paving Pleasant Valley-Hill Creek Section of the Old Oregon Trail in Baker County.

Mr. Kelley did not indicate in his letter if this claim applied to one or both contracts.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUINCY

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Cole, Clark & Cunningham, Inc.
Keystone Construction Co., Inc.
M. K. McIver
Glenn L. Jackson
Forrest Cooper

NOTED ON CARD

de

January 15, 1962

Scott M. Kelley
Attorney at Law
Failing Building
Portland 4, Oregon

Dear Mr. Kelley:

This to acknowledge receipt of your letter of January 11, stating that Keystone Construction Company, Inc. owes your client, Automatic Welders and Rebuilders, Inc., \$385.05 for tractor parts in connection with a highway job in Pleasant Valley near Baker.

The Keystone Construction Company, Inc. has two projects in Baker County described as follows:

- (1) Contract No. 5604, grading Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County. Project approximately 98% complete as of January 5, 1962.
- (2) Contract No. 5769, grading and paving Pleasant Valley-Hill Creek Section of the Old Oregon Trail in Baker County. Project approximately 81% complete as of January 5, 1962.

The American Insurance Company through Cole, Clark and Cunningham, Inc., 222 S.W. Fourth Avenue, Portland 4, furnished the performance bond on each of the above contracts which is given to assure completion of the contracts and payment of all bills incurred in them. The State does not make payment of claims but looks to the prime contractor and surety for payment. Contract payments are not withheld by us unless requested by the surety or by our own department.

If your client wishes to protect this claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission.

You are no doubt, familiar with the procedure for the filing of a claim, however, for your ready reference we are attaching an excerpt from the Oregon Laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your letter.

Very truly yours,

NOTED ON CARD

dc

Secretary,
OREGON STATE HIGHWAY COMMISSION

SCOTT M. KELLEY
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
CAPITOL 7-6545

January 11, 1962

Mr. Floyd Query
Secretary of Highway Commission
Salem, Oregon

#5604
#5769

Dear Mr. Query:

I was advised by the Portland Office to inquire of you as to the following problem:

My Client, Automatic Welders and Rebuilders, Inc., of Portland, Oregon, sold and delivered certain tractor parts to Keystone Construction Company, Inc., of Prineville, Oregon, in connection with a highway job which the latter was doing for the Highway Commission at Pleasant Valley near Baker, Oregon, last year.

The total amount of the sales to Keystone is \$385.05 and nothing has been paid on this account, no protest has been received and Keystone just constantly ignores the statements of my Client.

Will you kindly advise me as to what can be done in connection with the relief provided by the bond of the contractor Keystone, which bond, I understand, is supposed to take care of such items in case the contractor does not.

I would appreciate your advise.

Yours very truly

Scott M. Kelley

*Cec, please reply
76*

SMK/pct



RECEIVED
N 16 1932

FOR FILING

I-805-7(1)306

5604

January 15, 1962

Oregon State Highway Commission

Gentlemen:

The construction on the Baker-Florence Valley Section of the interstate highway necessitated moving our truck-weighing scale some distance easterly from its former location. It is necessary to extend the power line to the new location to provide for the necessary lighting of the site. California Pacific Utility Company, which serves this area, will extend this line at its own expense of \$664.05, provided we enter into an agreement under its normal extension policy guaranteeing the Utility Company a minimum monthly payment of \$12.90 over a five-year period. It is probable that our usage will approximate this amount.

We recommend your approval of this arrangement and the granting of authority to the Secretary to the Commission to sign the necessary contract.

This matter will be on the agenda for the meeting of January 19.

Very truly yours,

Forrest Cooper
State Highway Engineer

TE:jw mo

cc Tom Edwards
Ralph Sipprell

RECEIVED
JAN 8 1962

FOR FILING

5604

January 5, 1962

Nero's Hardware
2200 Main
Baker, Oregon

Gentlemen:

This is to acknowledge your claim letter of December 20 addressed to Mr. R. R. Cameron of Baker, stating that Keystone Construction Company owes you \$104.93. The Keystone Construction Company has two contracts in Baker County described as follows:

Contract No. 5604
Grading
Baker-Pleasant Valley section
Old Oregon Trail Highway - Baker County
Surety - American Insurance Company
Agent - Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave., Portland 4, Oregon
Approximately 98 per cent complete

Contract No. 5769
Grading - paving
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway - Baker County
Surety - American Insurance Company
Agent - Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave., Portland 4, Oregon
Approximately 81 per cent complete

The American Insurance Company through Cole, Clark & Cunningham, Inc., furnished the Performance Bonds on each of these contracts which are given to assure completion of the contracts and payment of all bills incurred in them.

The state does not make payment of claims but looks to the prime contractor and surety for such payment. If you wish to protect your claim under the bonds, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon Laws outlining the filing procedure.

NOTED ON CARD

dc

Nero's Hardware

- 2 -

January 5, 1962

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours.

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:kp

cc Mr. A. F. Parson
Mr. R. R. Cameron

January 5, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter has been received from Nero's Hardware, 2200 Main, Baker, Oregon, advising that Keystone Construction Company owes them \$104.93.

This appears to be in connection with the following Keystone Construction Company contracts:

Contract No. 5604
Grading
Baker-Pleasant Valley Section
Old Oregon Trail Highway - Baker County

Contract No. 5769
Grading - paving
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway - Baker County

We provide this information as your company appears as surety on the Performance Bonds furnished with both contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:kp

cc Cole, Clark & Cunningham, Inc.
222 SW 4th Ave., Portland 4,
Keystone Construction Company, Inc.
P. O. Box 55, Prineville
Milo K. McIver
Glenn L. Jackson
Forrest Cooper

NOTED ON CARD

dc

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 4, 1962

SUBJECT:

To: Mr. Floyd Query
Secretary
BUILDING

Herewith, letters from Nero's Hardware, A. F. Parson
and R. R. Cameron regarding an unpaid account of the Keystone
Construction Company.

I am not sure whether this occurred in connection
with the Baker-Pleasant Valley Contract, No. 5604, or the Pleasant
Valley-Hill Creek Contract, No. 5769.

F. D. Morgan
Construction Engineer

by

Edwin A. Pease

Edwin A. Pease
Construction Office Engineer

EAP:db

Encl.

*Acc. please handle
JK*

NOTED
FLOYD QUERY

Pease

LAG CON 124// 125

12-29-61 9:15

PARSON

RE UR LETTER OF 12-26, CLAIM FOR UNPAID BILLS ON CONTRACTS
5604 AND 5769, CLAIM WAS NOT ATTACHED. PLS FURNISH.

PEASE
LG)+:

CONSTRUCTION DIVISION

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JAN 2 1962

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CE ACE ACE CUE

LGM
LAG CON 124// 125 12-29-61 9:15

PARSON

RE UR LETTER OF 12-26, CLAIM FOR UNPAID BILLS ON CONTRACTS
5604 AND 5769, CLAIM WAS NOT ATTACHED. PLS FURNISH.

PEASE
LB)+.

B/up 1-2-62
EAB

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 26, 1961

To:

SUBJECT: Baker-Pleasant Valley &
Pleasant Valley-Hill Cr.
Contracts 5604 and 5769
Claim for unpaid bill

Mr. F. D. Morgan
Construction Engineer
Salem

Herewith Mr. Cameron's letter under date of December 22, 1961, regarding subject claim, along with the claim to which he refers.

Please advise Accounting Division.

A. F. Parson
A. F. Parson
Division Engineer

AFP:dj
Encl.

REFERRED TO

Plase
By Asst. Construction Engineer

where is claim?

CONSTRUCTION DIVISION

RECEIVED

DEC 28 1961

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DEC 26 1961

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

REC'D DIV. OFFICE
LA GRANDE

Baker, Oregon

December 22, 1961

To: Mr. A. F. Parson
Division Engineer

La Grande, Oregon

SUBJECT: Baker-Pleasant Valley &
Pleasant Valley-Hill Creek
Contracts 5604 and 5769
Claim for Unpaid Bill

Herewith is a letter from Nero's Hardware in which they ask for collection of a bill incurred by Keystone Construction Co., Inc.

The purchases were presumably used on the Baker-Pleasant Valley Section, Contract # 5604 or the Pleasant Valley-Hill Creek Section, Contract # 5769.



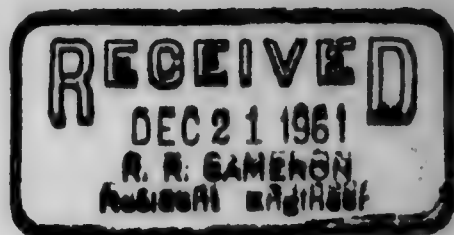
R. R. Cameron
Resident Engineer

NERO'S HARDWARE

TELEPHONE JACKSON 3-4921
2200 MAIN
BAKER, OREGON

Dec. 20, 1961

Mr. R.R. Cameron
Resident Engineer
2695 Church
Baker Ore.



Dear Mr. Cameron:

This letter is in reference to our
telephone conversation a few days back
regarding the unpaid account of
Keystone Construction Company Box 55
Rainville Ore.

Their first purchase was on Aug 3, 1961
their last was on Oct 9, 1961

They have not responded to our billing
The account total is \$ 102.03

Plus 2.90 service charge = 104.93

Will you please turn this in for
collection - Any part or all of this account
is of record in our office.

Thanking you in advance. I am

Very truly yours E. T. Nero -

RECEIVED
DEC 11 1961

FOR FILING

IN - 7000
5604

December 8, 1961

Keystone Construction Co. Inc.,
P. O. Box 55
Prineville
Oregon

Gentlemen:

On October 26, 1961, the State Highway Commission considered your request for an extension of 125 days without the assessment of liquidated damages on contract #5494, the Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County. At that time the Highway Commission acted to grant you 64 days subject to the concurrence of the Bureau of Public Roads in such action.

We have twice requested the Bureau of Public Roads to participate in this action. They have approved the granting of an extension of 38 days only.

We can therefore only extend your work time from an original allocation of 200 days to a new allocation of 238 days without the assessment of liquidated damages. You will be credited for those 38 days on your next financial statement.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FBI:lp

cc: A. F. Parson
A. R. Cameron
Tom Edwards
Bureau of Public Roads
L. H. Young
C. H. Nelson

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 1, 1961

SUBJECT: Baker-Pleasant Valley Section
Contract No. 5604

To:

Mr. Forrest Cooper
Acting State Highway Engineer
OFFICE

We have twice requested that the Bureau of Public Roads concur in the award of 64 additional days on this project without the assessment of liquidated damages. Their answers to both requests has been that they would concur in an extension of 38 days only. I believe this is their final decision.

Prior to receiving the Bureau of Public Roads' decision, we had presented the matter to the State Highway Commission for their approval and they did approve an extension of 64 days with the proviso that the granting of said extension would be made only if the Bureau of Public Roads concurred in the action. The contractor was informed of the decision by letter.

We feel that the contractor is entitled to the 64 days requested but in view of the fact that the Bureau of Public Roads will approve only 38 days, we must recommend that the contractor be informed that his work time will be extended 38 days only from an original allocation of 200 days to 238 days without the assessment of liquidated damages.

A rough draft of a letter to the contractor setting forth these conditions is enclosed.

Tom Edwards
Construction Engineer

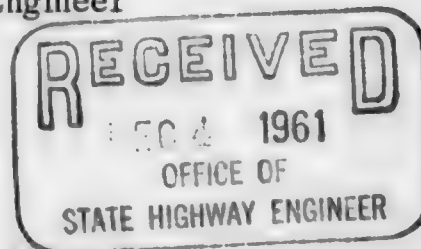
By


F. B. Klaboe

Field Construction Engineer

FBK:fp

Enc.



FORM CD-121

UNITED STATES GOVERNMENT

RECEIVED
NOV 30 1961

Memorandum

DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.

Salem, Oregon

FOR FILMS

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: November 29, 1961

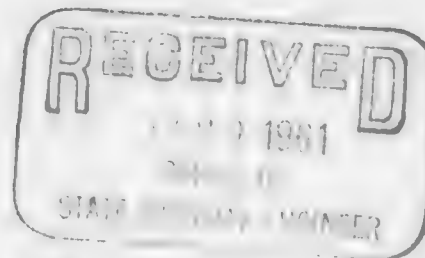
FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, OregonSUBJECT: Baker-Pleasant Valley Section
Oregon Project I-80N-7(1)306

Reference is made to your letter of November 8, 1961, subject project, requesting the original workdays total amount be increased from 16 days, which we had previously recommended, to 42 days. You state this additional time was used in removing the slide, Station 694 and 697+50.

In reviewing the events on this project we have been informed that the slide, Station 694 to 697+50, was first noticed in the week ending November 19, 1960. Grading is shown 77% complete over the entire project on that date. The contractor began working on the slide under an approved force account order for \$65,875.51 on January 16, 1961 with a swing shift. On January 21, 1961 it is noted grading was 90% complete over the entire project.

The work on the slide took approximately two calendar months. The date given for completion is March 16, 1961. During the period of January 21 to March 16 it is noted the contractor worked a power shovel loading two haul trucks (Station 705+) and in one month, January 21 to February 25, grading changed to 93% complete for the project.

As the contractor did not work on the slide during December and only half of January we can not agree that the contractor was penalized in doing this work during part of the free period. We have already agreed 16 days should be granted. Hence we do not concur in your request to grant a total of 64 days, rather we concur in 38 days as shown in our letter of October 25, 1961.



RECEIVED
NOV 30 1961

FOR FILING

I - 11 - 11
5604

November 29, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$338.35 which has been filed with the Secretary of State by Traffic Safety Supply Company, Portland, for traffic signs furnished to Keystone Construction Co., Inc.

This appears to be in connection with State Highway Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD

JP



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

November 24, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from R. W. Nelson, General Manager of Traffic Safety Supply Co., 2324 S. E. Umatilla Street, Portland 2, Oregon and filed as of this date, a notice of claim by Traffic Safety Supply Company, for traffic signs furnished in the sum of \$338.35 against the bond taken from Keystone Construction Co., principal, and American Insurance Co., surety, for the work of grading at the job location of Baker-Pleasant Valley Sect., Old Oregon Trail Hwy., Baker County.

We are enclosing three copies of the claim for your information and files. Oregon State Highway Contract No. 3884.5604

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By
Public Records Section

GS:FK
Enc.

Geo Stephens

P. S. Kindly acknowledge receipt of the copies on the enclosed carbon copy.





TRAFFIC SAFETY SUPPLY COMPANY

Manufacturers and Distributors

2324 S. E. UMATILLA ST. PORTLAND 2, OREGON
BE lmont 5-8531

November 22, 1961

Mr. Howell Appling
Secretary of State
Salem, Oregon

Re: Oregon State Hwy. Contract #5604
Keystone Construction Co.

Dear Sir:

Notice hereby is given that the undersigned TRAFFIC SAFETY SUPPLY COMPANY has a claim for traffic signs furnished in the sum of \$338.35 against the bond taken from Keystone Construction Co., principal, and American Insurance Co., surety, for the work of grading at the job location of Baker-Pleasant Valley Sect., Old Oregon Trail Hwy., Baker County.

Very truly yours,

TRAFFIC SAFETY SUPPLY CO.

R. W. Nelson
General Manager

RWN:er

cc: Mr. Floyd Query, Secty,
Oregon State Hwy Comm.

Cole Clark & Cunningham

Keystone Construction Co.

File # 3884

FILED

NOV 24 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
NOV 24 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
NOV 30 1961

FOR FILING

5604

November 29, 1961

American Insurance Company
1220 S. W. Columbia
Portland 1, Oregon

Attention: Mr. E. Curtin

Dear Mr. Curtin:

We have been advised today by our Accounting Division that Estimate No. 14 on Contract No. 5769 is ready to be forwarded to the contractor, Keystone Construction Company, Inc., in the amount of \$36,508.39. Estimate No. 20 on Contract No. 5604 is also ready to be mailed to Keystone Construction Company in the amount of \$2,164.61.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FO:jmc

cc: Accounting Dept.
Attn: John Herr

RECEIVED
NOV 29 1961

FOR FILING

5604

November 28, 1961

Department of Agriculture
Agriculture Building
158 - 12th St. S. E.
Salem, Oregon

Attention: Mr. Don Parker
Asst. Attorney General

Gentlemen:

This is to acknowledge your letter of November 21 informing us that Keystone Construction Company owes you a small bill for the testing of scales at Pleasant Valley.

The Keystone Construction Co. Inc., have two State Highway contracts in Baker County, described as follows:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., furnished the performance bonds on these contracts, which were given to assure completion of the contracts and payment of all bills incurred in them.

Our Construction Division informs us that as of November 17, 1961, Contract No. 5604 was approximately 98% complete, and Contract No. 5769 approximately 81% complete.

If you wish to protect your claim under the bonds, it should be filed with the Secretary of State within six months after the contracts have been accepted by the State Highway Commission. You are no doubt familiar with the procedure for filing of claims. However, for your ready reference we are enclosing excerpts from the Oregon Laws. In the interim this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

NOTED ON CARD

Secretary
OREGON STATE HIGHWAY COMMISSION



STATE OF OREGON
DEPARTMENT OF AGRICULTURE
SALEM

November 21, 1961

Oregon State Highway Commission
Highway Building
Salem, Oregon

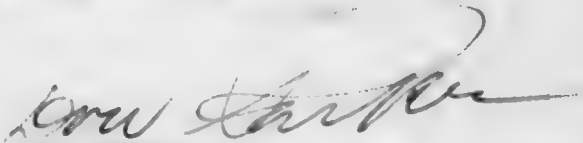
Gentlemen:

We have a small bill owing to the department for the testing of scales for the Keystone Construction Company, Box 55, Prineville, Oregon. This testing was done in June and August, 1961 at Pleasant Valley, Oregon. We appear to be unable to collect the amount due from the above company.

As we understand that this was a state highway project, we would appreciate knowing the circumstances surrounding this project. If the Keystone Construction Company finished the project and any other information which might be of help to our department. We would also appreciate knowing the name of the bonding company which covered the above project and Keystone Construction Company.

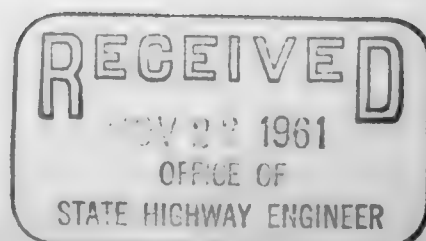
Your cooperation is appreciated.

Very truly yours,


Don Parker,
Assistant Attorney General

DP:vs

Wd
APPROX
5609 - 98% 11/17/61
5769 - 81% 11/17/61
Rec. in Sec. 11-27-61



November 28, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter, dated November 21, has been received from the State Department of Agriculture, Salem, advising that Keystone Construction Co., Inc., owes them a small bill (amount not stated) for the testing of scales at Pleasant Valley.

Our records show that Keystone Construction Co., Inc., have the following State Highway contracts in Baker County:

No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

The Department of Agriculture did not indicate on which job or jobs the test work was performed.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Secretary
OREGON STATE HIGHWAY COMMISSION

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD

JP

RECEIVED
NOV 27 1961

FOR FILING

1-11-7 (1) 306
6604

November 22, 1961

American Insurance Company
1220 S. W. Columbia
Portland 1, Oregon

Attention: Mr. E. Curtin, Claims Supervisor

Gentlemen:

In your letter of November 14 you asked that your Company be notified concerning future payments to Keystone Construction Company, Inc.

We have been advised today that the check for Estimate No. 19 on Contract No. 5604 is being placed in the mail today, addressed to Keystone Construction Company, Inc., as you requested in your letter.

Yours very truly,

→ for \$8314.14

Secretary
OREGON STATE HIGHWAY COMMISSION

cc Mr. C. H. Maison
Attn: Mr. John Herr

RECEIVED
NOV 16 1961

FOR FILING

5604

November 16, 1961

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Enclosed are copies of vouchers covering the period September 5, 1961 to November 5, 1961 on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Contract No. 5604, Keystone Construction Co., Inc. Also, voucher covering the period October 5, 1961 to November 5, 1961 on the Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Contract No. 5769, Keystone Construction Co., Inc. as you previously requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

WT:lt
Enc.

RECEIVED
NOV 20 1961

FOR FILING

I-86N-7(1)306
5604

November 15, 1961

Banta, Silven, Horton & Young
1950 Third Street
Baker, Oregon

Gentlemen:

Further acknowledgement is made to your letter of November 2 and attached claims of your client, Basche Sage Hardware Company of Baker. You state that duplicates of these claims have been filed with the Secretary of State.

Our records indicated that the Basche Sage Hardware Company has filed several claims in connection with the two contracts with Keystone Construction Company; however, the amounts do not correspond with the amounts given in two of the claims recently received. The claim in the amount of \$163.54 filed against Contract No. 5604 and the identical amount on Contract No. 5769 has been filed in this office and also with the Secretary of State.

To avoid a non-filing, we are forwarding the following claims of Basche Sage Hardware Company to the Secretary of State for filing:

Contract No. 5604, \$4,871.56 for materials furnished to Cartwright Construction Company, subcontractor.

Contract Nos. 5604 and 5769, \$6,483.76 for materials furnished directly to Keystone Construction Company, Inc.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that they have been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED ON CARD

dc

CWH:jh

RECEIVED
NOV 20 1961

FOR FILING

1 5604 (1) 34
5604

5604

November 15, 1961

The Honorable Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached are two claims for filing received from Banta, Silven, Horton & Young, Attorneys, on behalf of Basche Sage Hardware Company, for materials furnished to Keystone Construction Company, Inc., described as follows:

Contract No. 5604, in the amount of \$4,871.56, for materials furnished to Cartwright Construction Company, subcontractor. This is the grading project on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Contract Nos. 5604 and 5769, in the amount of \$6,483.76, for materials furnished directly to Keystone Construction Company. This claim involves two contracts; No. 5604 as described above, and Contract No. 5769 is the grading and paving, Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of these claims on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

dc

Secretary

CWH:jh

RECEIVED
NOV 20 1961

COMMISSIONERS
FOR FILING
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 15, 1961

FLOYD QUINN, SECRETARY SALEM
1-800-9(1)2-6
5604

The Honorable Howell Appling, Jr.
Secretary of State
State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached are two claims for filing received from Banta, Silven, Horton & Young, Attorneys, on behalf of Basche Sage Hardware Company, for materials furnished to Keystone Construction Company, Inc., described as follows:

Contract No. 5604, in the amount of \$4,871.56, for materials furnished to Cartwright Construction Company, subcontractor. This is the grading project on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

File #
3880

Contract Nos. 5604 and 5769, in the amount of \$6,483.76, for materials furnished directly to Keystone Construction Company. This claim involves two contracts; No. 5604 as described above, and Contract No. 5769 is the grading and paving, Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

File #
3881

Please acknowledge receipt of these claims on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARDS

cc

Secretary

FILED
NOV 16 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
NOV 16 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 16 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTICE OF CLAIM

TO: Secretary of State, and
Clerk, Oregon State Highway Commission

NOTICE IS HEREBY GIVEN, that the undersigned, Basche Sage Hardware Company, an Oregon corporation, with its principal office and place of business in Baker, Oregon, has a claim for materials furnished to Cartwright Construction Company, sub-contractor, of Keystone Construction Company, Inc., prime contractor under contract No. 5604, in the sum of \$4,871.56, against the bond taken from Keystone Construction Company, Inc., principal, and The American Insurance Company, surety, for the work of grading the Baker-Pleasant Valley section of the Old Oregon Trail highway in Baker County, Oregon, under general contract No. 5604 of Keystone Construction Company, Inc., with the Oregon State Highway Commission.

Dated this 2nd day of November, 1961, at Baker,
Oregon.

BASCHE SAGE HARDWARE COMPANY

By L. Basche

SUBSCRIBED and SWORN TO before me this 2nd day
of November, 1961.

[Signature]
Notary Public for Oregon
My Commission Expires: 9/20/65

RECEIVED
NOV 20 1961

FOR FILING

7-504-7(1)
5604

5769

November 15, 1961

American Insurance Company
E. Curtin, Claims Supervisor
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

A letter has been received with claims attached from Banta, Silven, Horton & Young, Attorneys, in Baker, on behalf of the Basche Saxe Hardware Company advising that Keystone Construction Co., Inc. owe them money on the following contracts:

Contract No. 3654 \$4,871.56, for materials furnished to Carterright Construction Company, subcontractor to Keystone Construction Company, Inc.

Contract Nos. 3604 and 5769, \$6,483.76, for materials furnished directly to Keystone Construction Company, Inc.

These claims have been forwarded to the Secretary of State for filing. Attached are copies of the two claims.

This information is provided as your company appears as surety on the performance bond furnished with each of these contracts.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

CNH:jh

Secretary

NOTED ON CARD

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

cc

RECEIVED
NOV 10 1961

FOR FILING

5604

November 9, 1961

Western Welding Co., Inc.
9411 S. E. Foster Road
Portland 66, Oregon

Attention: Mr. T. R. Williams
President

Gentlemen:

This is to acknowledge your claim letter of November 7 and the attached invoices in the amount of \$1,190 for labor and materials furnished to Keystone Construction Company, Inc.

This appears to be in connection with the following Keystone Construction Company contracts in Baker County:

Contract No. 5604, for grading on the Baker-Pleasant Valley Section of Old Oregon Trail Highway.

Contract No. 5769, for grading and paving on the Pleasant Valley-Hill Creek Section of Old Oregon Trail Highway.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the meantime this information will be noted in our records, and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARD

dc

RECEIVED
NOV 10 1961

FOR FILING

1-4-61
5604

November 9, 1961

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached is a claim letter, with invoices, for filing in the amount of \$1,190, received from Western Welding Company, Inc., Portland, for labor and materials furnished to Keystone Construction Company, Inc.

This appears to be in connection with State Highway Contract No. 5604, for grading the Baker-Pleasant Valley Section in Baker County, and Contract No. 5769, for grading and paving the Pleasant Valley-Hill Creek Section in Baker County.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon, furnished the performance bonds on each of these contracts.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CWH:jmc

NOTED ON CARD

ll

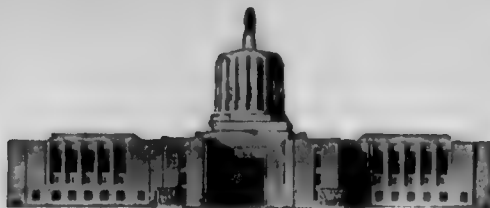
RECEIVED
NOV 15 1961

COMMISSIONERS

M. H. MEYER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

November 9, 1961

5664

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: Mr. George Stephens

Gentlemen:

Attached is a claim letter, with invoices, for filing in the amount of \$1,190, received from Western Welding Company, Inc., Portland, for labor and materials furnished to Keystone Construction Company, Inc.

This appears to be in connection with State Highway Contract No. 5604, for grading the Baker-Pleasant Valley Section in Baker County, and Contract No. 5769, for grading and paving the Pleasant Valley-Hill Creek Section in Baker County.

The American Insurance Company, through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon, furnished the performance bonds on each of these contracts.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

NOTED ON CARD

cc

Secretary
OREGON STATE HIGHWAY COMM.

File #3879

FILED

NOV 13 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
NOV 14 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 13 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
NOV 10 1961

FOR FILING

5614

November 9, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated November 7, 1961, has been received from Western Welding Company, Inc., Portland, advising that Keystone Construction Company, Inc. owes them for labor and materials in the amount of \$1,190.

This appears to be in connection with the two Keystone Construction Company, Inc. contracts in Baker County, as follows:

✓ Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway.

Contract No. 5769, for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

GWH:jmc

cc: Cole, Clark & Cunningham, Inc.
122 S. W. 4th Avenue
Portland 1, Oregon

Keystone Construction Co., Inc.

M. K. McIver
G. L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD

cc

311 S. E. FOSTER ROAD - Portland, Oregon
PORTLAND, OREGON
Rebuilders and New Parts Sales
Representing "WEARWELD" Products and ALIEN LINE
TRACTOR and SHOVEL PARTS - "CAT" - "D" - "AC" - "NORTHWEST"

November 7, 1961

State Highway Commission
Salem,
Oregon

Attention: Mr. Query

Re: Claim against Keystone Construction Co. Inc. Prineville,
Oregon for Invoice No. 233 dated 7/15/61 in am't. of
\$297.50; Invoice No. 250 dated 8/3/61 in am't. of
\$595.00 and Invoice No. 283 dated 10/27/61 in am't. of
\$297.50- TOTAL \$1,190.00

Gentlemen:

#5604 and #5769

As per instructions by the American Insurance Company in
Portland, we hereby submit our claim in the amount of \$1,190.00
against Keystone Construction Co. Inc. of Prineville, Oregon.
Copies of our invoices are herewith enclosed and we will appre-
ciate your prompt action in our behalf for payment of this claim.

Thank you.

Very truly yours,

WESTERN WELDING COMPANY, INC.

BY: *T. R. Williams* (M.H.)
T. R. Williams, President

TRW/mw

encls. (3)

cc: American Insurance Company
1220 S. W. Columbia- Portland 1, Ore.
Attention: Mr. Curtin-Claims Dep't.



Quality Has No Competition

INVOICE

COPY

WESTERN WELDING CO., Inc.9411 S. E. FOSTER ROAD — Phone PRospect 1-5460
PORTLAND 66, OREGON

Rebuilders and New Parts Sales

Representing "WEAR-WELD" Products and ALLIED LINES

TRACTOR and SHOVEL PARTS — "CAT" — "IHC" — "AC" — "NORTHWEST"

NO. 233

Date 7/15/61

Your Req. No. 8483

Our Job No. 1362

Terms NET

SOLD
TOKeystone Construction Co. Inc.
P. O. Box 55
Prineville, Oregon

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	only- D-9 Front Idler Wheel Rebuilt (weld drum, rebush & install stiffeners) Delivered to Pleasant Valley, Oregon Job	\$297.50 ea.	\$ 297.50
Quality Has No Competition			

INVOICE

WESTERN WELDING CO., Inc.
 9411 S. E. FOSTER ROAD — Phone PRospect 1-5460
 PORTLAND 66, OREGON

Rebuilders and New Parts Sales
 Representing "WEAR-WELD" Products and ALLIED LINES
 TRACTOR and SHOVEL PARTS — "CAT" — "IHC" — "AC" — "NORTHWEST"

NO. 283

Date 10/27/61

Your Req. No. 8991

Our Job No. 1460

Terms NET

SOLD
TO

Keystone Construction Co., Inc.
 P. O. Box 55
 Prineville, Oregon

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	D-9 Idler Rebuilt with stiffeners & plates	\$297.50 ea.	\$ 297.

Quality Has No Competition

INVOICE

COPY

WESTERN WELDING CO., Inc.9411 S. E. FOSTER ROAD — Phone PROspect 1-5460
PORTLAND 66, OREGON

Rebuilders and New Parts Sales

Representing "WEAR-WELD" Products and ALLIED LINES
TRACTOR and SHOVEL PARTS — "CAT" — "IHC" — "AC" — "NORTHWEST"

NO. 250

Date 8/3/61

Your Req. No. 8900

Our Job No. 1372

Terms NET

SOLD TO
Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
2	D-9 Front Idlers Rebuilt	\$ 297.50 ea.	\$ 595.00
	Delivered to Pleasant Valley, Oregon Job via our truck		
	Quality Has No Competition		

RECEIVED
NOV 15 1961

FOR FILING

5614

November 8, 1961

Banta, Silven, Horton & Young
1950 Third Street
Baker, Oregon

Attention: Mr. John S. Horton

Gentlemen:

This is to acknowledge your letter of November 2
and the attached affidavit.

As requested, we are enclosing a certified copy of
each of the following Keystone Construction Company's contracts
and bonds:

No. 5604, Baker-Pleasant Valley Project
No. 5769, Pleasant Valley-Hill Creek Project.

Very truly yours,

NOTED ON CARD



Secretary
OREGON STATE HIGHWAY COMM.

Encls.

CWH:jmc

HAROLD BANTA
DAVID C. SILVEN
JOHN S. HORTON
THOMAS F. YOUNG

LAW OFFICES
BANTA, SILVEN, HORTON & YOUNG
1050 THIRD STREET
BAKER, OREGON
JACKSON 3-4442

NICHOLS & HALLOCK
1919-1922
NICHOLS, HALLOCK & DONALD
1923-1929
HALLOCK, DONALD & BANTA
1930-1945
HALLOCK, DONALD, BANTA & SILVEN
1946-1950
HALLOCK, BANTA, SILVEN & HORTON
1951-1954
BANTA, SILVEN & HORTON
1955-1959

November 2nd, 1961

Mr. Floyd Query
Secretary, Oregon State Highway Commission
Salem, Oregon

Re: Basche Sage Hardware Company

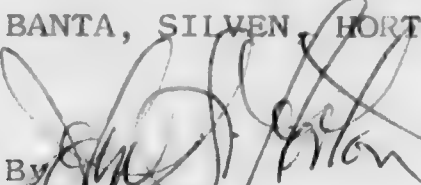
Dear Sir:

We enclose herewith notice of claims of the above captioned company, duplicates of which have been filed with the Secretary of State. Also enclosed is affidavit in connection with the various claims furnished for the purpose of securing copies of contracts and bond involved with the claims. We need Contract Nos. 5604 and 5769 of Keystone Construction Company, together with their bond.

Thanking you in advance, we remain,

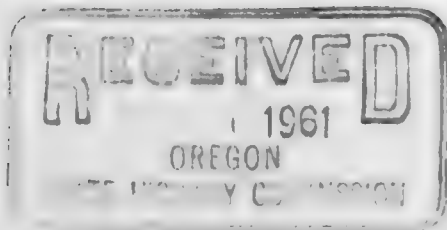
Very truly yours,

BANTA, SILVEN, HORTON & YOUNG

By 

JSH:bb
enc.

Cc, please handle
76



X

NOTICE OF CLAIM

TO: Secretary of State, and
Clerk, Oregon State Highway Commission

NOTICE IS HEREBY GIVEN, that the undersigned, Basche Sage Hardware Company, an Oregon corporation, with its principal office and place of business in Baker, Oregon, has a claim for materials furnished to one Stan Reffett, a sub-contractor, under McWaters Construction Company, a sub-contractor, under Keystone Construction Company, Inc., in the sum of \$163.54, against the bond taken from the American Insurance Company, surety, and Keystone Construction, Inc., principal, for the work of grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway and grading and paving on the Pleasant Valley-Hill Creek section of the Old Oregon Trail Highway under contracts No. 5604 and 5769, of said Keystone Construction Company, Inc., with Oregon State Highway Commission.

Dated this 2nd day of November, 1961, at Baker,
Oregon.

BASCHE SAGE HARDWARE COMPANY

By [Signature]

SUBSCRIBED and SWORN TO before me this 2nd day
of November, 1961.

[Signature]
Notary Public for Oregon

My Commission Expires: 9/~~20~~/65

already
claim filed with
Sec. of State 8-23-61

STATE OF OREGON,)

County of Baker.)

I, F. C. BASCHE, being first duly sworn on
oath, depose and say:

That I am president of Basche Sage Hardware Company, an Oregon corporation, with its principal office and place of business in Baker, Oregon; that said company has supplied materials to Keystone Construction Company, Cartwright Construction Company and Stan Reffett, prime contractor or sub-contractors under contracts numbers 5604 and 5769 for their prosecution work provided in said contracts, namely grading on the Baker-Pleasant Valley section of the Old Oregon Trail Highway and grading and paving on the Pleasant Valley-Hill Creek section of the Old Oregon Trail Highway, and that the said company's claims against said contractors have not been paid.

This affidavit is furnished pursuant to O.R.S. 279.515 and it is requested that a certified copy of the original contracts and bonds enumerated be furnished to the undersigned.

G. Basche.
President, Basche Sage Hardware Co.

SUBSCRIBED and SWORN TO before me this
day of November, 1961.

Notary Public for Oregon
My Commission Expires: 9/20/65

RECEIVED
NOV 9 1961

FOR FILING

1-80N-7(1)306
5684

November 8, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

Baker-Pleasant Valley Section
Oregon Project I-80N-7(1)306

Reference is made to your letter of October 25 requesting additional justification for an extension of time without the assessment of liquidated damages in the total amount of 64 days on this project.

On September 5, 1961, we did write to you requesting that the work time be extended 16 days without the assessment of liquidated damages. Subsequent to that time, the contractor presented new facts justifying a review of the entire matter. Our analysis of this latest petition from the contractor led us to believe that 64 additional days should be granted rather than the 16 days we had recommended to you on September 5. You have approved an extension of 22 days of the 64 days requested in our letter of October 16, 1961. This 22 days is in addition to the 16 days you had already approved pursuant to the original request dated September 5, 1961.

Under paragraph 1b of the October 16 letter, we requested 42 days additional time, representing the number of days that the contractor actually worked almost all of his equipment on extra work in the slide area between Station 694 and 697+50. This 42 additional days, if granted, would be in lieu of the 16 days granted in response to our September 5 letter.

The request for the larger number of days is made after reconsideration by this Department of the contractor's allegations concerning the matter. Our reasons for revising this recommendation from the original 16 days to 42 days are set forth under paragraph 1b of the October 16 letter. These reasons are unusual and have never been presented to us before in an effort to support a time extension.

Mr. C. O. Polk - 2

November 8, 1961

Nevertheless, we feel that they are valid and that they should be considered as justification.

We, therefore, make the further request that you approve our change of the original 16 days recommended to 42 days for work accomplished in this slide.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

PK:fp me

cc W. C. Williams
Tom Edwards

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage St. N.E.
Salem, Oregon

TO : Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

DATE: October 25, 1961

FROM : C. G. Polk, Division Engineer
08-35.4-DA Salem, Oregon

By: T. Dec *T. Dec*
Acting Division Engineer

SUBJECT: Oregon Project I-80N-7(1)306, Baker-Pleasant Valley Section

Mr. Cooper's October 16, 1961 letter requested that the Keystone Construction Company be granted an extension of 64 days in work time without the assessment of liquidated damages for the subject project.

Previously in a letter dated September 5, 1961, you requested 16 additional days for slide correction which we approved on September 8, 1961. You now request that 42 of the above-mentioned 64 days be permitted for this same reason. It appears that the justification you furnished limiting the time extension for slide correction to 16 days is on a firmer basis than the justification for 42 days. Therefore, we can only concur in a further extension of time of 22 more days for the various other reasons you indicate in your October 16, 1961 letter. This will result in a total extension of 38 days to the original 200 days contract time or 238 days.

CONSTRUCTION DIVISION

RECEIVED

OCT 27 1961

NOTED--☐ ☐ ☐ ☐ ☐
CE ACE AGE GOS



COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

RECEIVED
OCT 17 1961

Dear Sir:

The contractor on the ~~Baker-Pleasant Valley Section~~ of the Old Oregon Trail Highway, the Keystone Construction Company, has requested that his work time be extended a total of 125 days from an original allocation of 200 days to 325 days without the assessment of liquidated damages. He lists seven reasons to support his request.

1 (a). 36 days are requested due to the action of the engineer in shutting down the contractor's work in the area between Stations 693 and 694. It is true that the contractor was ordered to cease work in the area for a total of 36 workdays. Most of the time was during the normal winter shutdown period between November 30 and March 1. However, the shutdown in this area did not prevent the contractor from working on other areas of the job available to him. He could have worked all his equipment during this period effectively on these portions of the project. No consideration should be given for this portion of his request.

(b). The contractor requests 42 days additional time which represents the number of days he actually worked the majority of his equipment on the slide removal work. Fourteen of these 42 days were charged workdays. However, the contractor has presented an argument to support his contention that all 42 days should be considered regardless of whether or not he was charged. He states that the free time allowed under our specification is an essential part of a contractor's schedule of work and that they did in fact schedule the rock work in this area and other areas for the winter season. He further states that it would have been his right to perform no work during the winter season and to begin the slide removal work March 1. In the event

October 16, 1961

that he elected to proceed in this manner, we would be entitled to receive back all days charged during the slide removal work which would have equalled the 42 days requested. We believe that both of these reasons are valid and that the contractor should be given a total of 42 days under this portion of his request.

2. 10 days are requested under the reason that the contractor was materially hampered by noncooperation with him of the utility companies working within the contract limits. This is a true and valid reason. He was, in fact, seriously hampered as a result of the slow progress of the Union Pacific Railroad and Pacific Telephone and Telegraph Companies. This is a difficult matter to numerically evaluate. However, the delay of the afore-mentioned utility moves resulted in requiring the contractor to revise his entire construction schedule in the area of a major culvert installation. It is estimated by the Resident and Division Engineers that their delay resulted in the contractor's operation being severely curtailed for a period of 10 days. We believe that 10 days are justified for this reason.

3 (a). 10 days are requested for the delay in securing a railroad crossing. This is not a valid reason under the contract as it was the contractor's obligation to arrange for a method of hauling material across railroad right of way.

(b). Under the same reason, the contractor requests additional time in connection with Price Agreement No. 5 which substituted rock select materials for anticipated gravel select materials. He does not request an exact number of days for this reason. This is a valid reason for an extension of time as it is true that the processing of the solid rock materials was more time consuming than the processing of the gravel materials would have been. The contractor was required to use dozers and a grid roller which in turn reduced his efficiency on other portions of the project. It is recommended that consideration be given to extending his time three days for this reason.

4. 10 days are requested due to the fact that it was required for him to revise his schedule of operations in order to work around an unstable area between Station 335 and 342. It is true that we performed considerable foundation work in this area and that the necessity for this work required the contractor to move in a circuitous route when hauling through the area. We believe that he is entitled to two additional days due to the loss of efficiency as a result of the circuitry of the route.

Mr. C. G. Polk - 3

October 16, 1961

5. Five days are requested as a result of the State's action in delaying the completion of a fill between Station 370 and 390. The completion of this fill was delayed as a consequence of the necessity of moving a natural gas pipeline. It is true that the contractor was required to move out and then back in to the fill. We believe that one day should be allowed as an accumulative total time required for these moving operations.

6. 10 days are requested to cover the time required due to unanticipated work adjacent to the Union Pacific Railroad near Station 692 to 697. After this area had been opened, the railroad company tracks began to move. It was necessary for us to immediately move the contractor into the area and to have him construct a 40,000 cubic yard counterbalance in order to stop this movement. Since the contractor's normal production at this time was about 10,000 yards per day, it is recommended that four days be granted to this unanticipated work.

7. Seven days are requested as a result of the contractor's equipment being ordered off the job to fight fire. This reason is not entirely valid as he was not charged time for the period covered when his equipment was fighting fire. However, the equipment suffered unusual wear and tear while fighting the fires and required considerable repair work upon returning to our job. It is estimated that an accumulation of two days time should be allowed the contractor due to the breakdown suffered following the return of the equipment from fire fighting.

In summation, we believe that the contractor is entitled to an extension of 64 days from his original allocation of 200 days to 264 days. May we have your concurrence in this action.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

RECEIVED
JUN 6 1961

FOR FILING

5604

November 4, 1961

Keystone Construction Co.
633 N. Main St.
Prineville, Oregon

Gentlemen:

Baker-Floasant Valley Section
Old Oregon Trail Highway
Baker County, Contract No. 9404

On October 20, 1961, Mr. Floyd Query, Secretary to the State Highway Commission, informed you by letter that you had been granted an extension of 44 workdays in which to complete the subject project without assessment of liquidated damages subject to the concurrence of the Bureau of Public Roads.

Estimate No. 19 is being submitted to reflect the reduction in chargeable days, as of this estimate, from 89 to 45. The total liquidated damages, as of this estimate, is \$15,300.00 which releases \$4,600.00 of the \$21,900.00 previously deducted.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

cc: A. F. Parson
R. R. Cameron

RECEIVED
OCT 23 1961

FOR FILING

5604

October 20, 1961

Keystone Const. Co. Inc.,
P. O. Box 55
Prineville
Oregon

Gentlemen:

The State Highway Commission at its meeting held on October 20, 1961, had under discussion your request for an extension of time for 125 additional workdays from 200 days to 325 days within which to complete your contract #5604 without the assessment of liquidated damages, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County.

The Highway Commission granted you 64 additional workdays, from 200 days to 264 days, subject to concurrence of the Bureau of the Public Roads. This action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: A. F. Parson
H. R. Cameron
Tom Edwards
Bureau of Public Roads
H. L. Porter
C. H. Mason

RECEIVED
OCT 23 1961

FOR FILING

5604

October 23, 1961

Clarence D. Porter
1221 Failing Building
Portland 4, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of October 19 concerning claims which have been filed in this office on the Keystone Construction Co. Contracts 5604 and 5769.

As requested, we are attaching a list of claims which have been filed on each contract from July 1, 1961 to date.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

CWH:fp

FIDELITY - SURETY - BURGLARY
CLAIMS EXCLUSIVELY

CLARENCE D. PORTER

CLAIMS ADJUSTER
1221 FAILING BUILDING
PORTLAND 4, OREGON

CA 3-2746

BONDING INVESTIGATIONS

October 19th, 1961

Oregon State Highway Commission
Salem, Oregon

Attn - Mr. Query, Secy.

Dear Mr. Query:

Re - Keystone Construction Co. - State Highway Contracts 5604 - 5769

In July of this year your office was good enough to prepare for me a statement of the claims which had been filed in connection with the two construction bonds covering the above contracts, and inasmuch as contract #5604 is now essentially completed, and contract #5769 is drawing near the end of its construction we would like to have you supply us with any additional claims that have been made since July of this year on either or both of said contracts.

Thank you in advance for your cooperation.

Yours very truly,

Clarence D. Porter

Clarence D. Porter

CDP:DP



NOTED
C. W. HEAD

INDEPENDENT
INSURANCE
NO ADJUSTMENT
BY MEMBER

CONTRACTOR: Keystone Construction Co. Inc., P. O. Box 55, Prineville, Oregon

Contract #5604 - Claims:

- 8/1/61 - Letter from Div. Office (LaGrande) re sign on stockpile from Intefnal Revenue (by R. E. Betley) due to tax lien against Cartwright Const. Co. (subcon).
- 8/2/61 - Surety notified. cc to contractor.
- 8/7/61 - Letter from Robert V. Chrisman (Atty.) for Jack's Tire Service re claim for tires in amt. of \$9,030.72.
- 8/9/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.
- 8/9/61 - Letter from G-K Mach. Co. re claim for parts-supplies-rentals in amt. of \$5,121.57. (Contract #5769 involved).
- 8/15/61 - Ackn. receipt of above letter. Surety notified. cc to contractor. Sec. of State notified re filing claim.
- 8/16/61 - Notification from Sec. of State re filing G-K Mach. Co. claim this date.
- 8/17/61 - Surety notified.
- 8/15/61 - Letter from Robert V. Chrisman (Atty.) for Jack's Tire Service re claim for tires in amt. of \$9,030.72 + 6% interest from 6/15/61.
- 8/17/61 - Ackn. receipt of above letter. Claim sent to Sec. of State for filing.
- 8/18/61 - Notification from Sec. of State re filing above claim dated 8/17/61. Surety notified. cc to contractor.
- 8/11/61 - Letter from Basche-Sage Hdw. Co. to R. R. Cameron re claims against Cartwright Const. Co. (subcon). in amts. of \$3,747.38 + \$598.74.
- 8/18/61 - Transmittal letter from C. H. Baker (Field Eng.) with above letter attached.
- 8/22/61 - Ackn. receipt of B-S Hdw. Co. letter. Surety notified. cc to contractor. Claim sent to Sec. of State for filing.
- 8/16/61 - Claim letter from Basche-Sage Hdw. Co. re claim for materials furnished to Stan Reffett (subcon) under McWaters Const. Co. (subcon) under Keystone Const. Co. Inc., in amt. of \$163.54. (#5769 involved).
- 8/19/61 - Transmittal from R. R. Cameron to A. F. Parson with above letter enclosed.
- 8/21/61 - Transmittal from A. F. Parson to this office with the above enclosed.
- 8/23/61 - Ackn. receipt of B-S Hdw. Co. letter. Surety notified. cc to contractor. Claim sent to Sec. of State for filing.
- 9/5/61 - Letter from Atlas Chemical Industries, Inc., re claim in amt. of \$2,960.00.
- 9/8/61 - Ackn. above letter. Forwarded letter to Sec. of State for filing. Notified surety. cc to contractor.
- 9/14/61 - Notification from Sec. of State re filing Atlas Chem. Ind. claim in amt. of \$2,960.00. Filed 9/11/61.
- 10/12/61 - Letter from Sec. of State re receipt of 3 notices of claim from Robin & Meyer (Attys.) for Geo M. Philpott Co. Oreg. Ltd., in amt. of \$11,844.15 each, for equipment rental-parts-materials. Filed 10/5/61. (#5769 involved).
- 10/13/61 - Surety notified. cc to contractor.
- 10/16/61 - Letter from Basche-Sage Hdw. Co. clarifying claim of \$163.54 as being against Stan Reffett (subcon) under McWaters Const. (subcon) under Keystone. (#5769 involved.)
- 10/18/61 - Ackn. receipt of above letter.

CONTRACTOR: Keystone Construction Co. Inc., P. O. Box 55, Prineville, Oregon

Contract #5769 - Claims:

- 8/1/61 - Letter from Div. Office (LaGrande) re sign on stockpile from Internal Revenue (by R. E. Betley) due to tax lien against Cartwright Const. Co. (subcon).
- 8/2/61 - Surety notified. cc to contractor.
- 8/3/61 - Claim sent to Sec. of State from Mercer Steel Co. Inc., for steel tie wire in amt. of \$4,000.00.
- 8/4/61 - Letter from Sec. of State re filing Mercer claim this date.
- 8/7/61 - Ackn. receipt of Mercer Steel Co. Inc. claim letter. Surety notified. cc to contractor.
- 8/9/61 - Letter from G-K Mach. Co. re claim for parts-supplies-rentals in amt. of \$5,121.57. (Contract #5604 involved).
- 8/15/61 - Ackn. receipt of above letter. Surety notified. cc to contractor. Sec. of State notified re filing claim.
- 8/16/61 - Notification from Sec. of State re filing G-K Mach. claim this date.
- 8/17/61 - Surety notified.
- 8/16/61 - Claim letter from Basche-Sage Hdw. Co. re claim for materials furnished to Stan Reffett (subcon.) under McWaters Const. Co. (subcon.) under Keystone in amt. of \$163.54. (#5604 involved).
- 8/19/61 - Transmittal from R. R. Cameron to A. F. Parson with above letter enclosed.
- 8/21/61 - Transmittal from A. F. Parson to this office with the above enclosed.
- 8/23/61 - Ackn. receipt of B-S Hdw. Co. letter. Surety notified. cc to contractor. Claim sent to Sec. of State for filing.
- 9/7/61 - Received undated letter from Bonyhadi & Hall (Attys.) for AGC-Teamsters Welfare Trust re claim for delinquent contributions under labor agreement since 4/1/61. Ackn. receipt of letter. Surety notified. cc to contractor. (No amt. given).
- 9/5/61 - Letter from Atlas Chemical Ind., Inc., re claim in amt. of \$17,844.92.
- 9/8/61 - Ackn. above letter. Forwarded letter to Sec. of State for filing. Surety notified. cc to contractor.
- 9/14/61 - Notification from Sec. of State re filing Atlas Chem. Ind. claim in amt. of \$17,844.92. Filed 9/11/61.
- 9/14/61 - Letter from Robert V. Chrisman (Atty.) for Jack's Tire Service re claim for tires in amt. of \$9,030.72 + 6% interest. Notice of Claim enclosed.
- 9/18/61 - Ackn. receipt of above letter. Surety notified. cc to contractor. Claim sent to Sec. of State for filing.
- 9/20/61 - Notification from Sec. of State re filing Jack's Tire Service claim for \$9,030.72. Filed 9/19/61.
- 9/21/61 - Letter from Rogers Asphalt Paving Co., re claim for asphaltic concrete in amt. of \$745.11.
- 9/27/61 - Ackn. receipt of above letter. Surety notified. cc to contractor.
- 9/27/61 - Claim letter sent to Sec. of State for filing.
- 10/2/61 - Notification from Sec. of State re filing Rogers Asphalt Paving Co. claim in amt. of \$745.11. Filed 9/29/61.
- 10/12/61 - Letter from Sec. of State re receipt of 3 notices of claim from Robin & Meyer (Attys.) for Geo. M. Philpott Co. Oreg. Ltd., in amt. of \$11,844.15 each, for equipment rental-parts-materials. Filed 10/5/61. (#5604 involved.)
- 10/13/61 - Surety notified. cc to contractor.
- 10/16/61 - Letter from Basche-Sage Hdw. Co. clarifying claim of \$163.54 as being against Stan Reffett (subcon) under McWaters Const. (subcon) under Keystone. (#5604 involved.)
- 10/18/61 - Ackn. receipt of above letter.

RECEIVED
OCT 20 1961

FOR FILING

October 18, 1961

Basche-Sage Hardware Company
P. O. Box 151
Baker, Oregon

Attention: Mr. R. J. Sheehy
Credit Manager

Gentlemen:

This is to acknowledge receipt of your claim letter of October 16 informing us that the claim which you filed in the amount of \$163.54 in connection with the Keystone Construction Company Contract Nos. 5604 and 5769 is due from Mr. Stan Reffett, a subcontractor under McWaters Construction Co., who in turn was a subcontractor under Keystone Construction Company. This information will be noted in our records.

You state that S & D Construction Co. owe you \$1,449.85 in connection with the Meacham Railroad Overcrossing Project. Our records indicate this to be in connection with State Highway Contract No. 5703 with S & D Construction Co. for the Meacham Railroad Overcrossing on the Deadman's Pass-Meacham Section of the Old Oregon Trail Highway in Umatilla County.

The Home Indemnity Company, through Seth Leavens Agency, 500 Jackson Tower, Portland, furnished the performance bond, which is given to assure completion of the contract and payment of all bills incurred in it.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the interim, we will advise the surety and the contractor that it has been received.

Yours very truly,

NOTED ON CARD



Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

AUTOMOTIVE • FARM • HOUSEWARE • PLUMBING • SPORTING GOODS • HEAVY & SHELL HARDWARE

BASCHE-SAGE

Hardware Company

POST OFFICE BOX 511 PHONE A 3 3636 BAKER, OREGON

October 16, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attention: Floyd Query

Gentlemen:

OTEL
AND QUERY

56004
5769
In reply to your letter of August 23, there possibly was a misunderstanding on the \$163.54. The \$163.54 is due us by Mr. Stan Reffett. Mr. Reffett was subcontracting under McWaters Construction who in turn was subcontractor under Keystone. The amount in question is charged to Mr. Stan Reffett.

#5703
We also have an account with the S & D Construction Company 4930 S.E. Feedway Portland, Oregon who is building bridges at Meechum, Oregon on the Interstate Project. At this time we would like to file a claim against their bonding Company through your office for \$1,449.85 which is due on their account.

Very truly yours,

BASCHE SAGE HARDWARE CO.

R. J. Sheehy
R. J. Sheehy

Credit Manager

/em

RECEIVED
OCT 17 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 18 1961

FOR FILING

5604

October 18, 1961

Request for Extension of Time
No. 9
October 20, 1961, Meeting

Oregon State Highway Commission

Gentlemen:

The Keystone Construction Company, Prineville, contractor on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Contract No. 5604, has requested that its work time be extended 125 days without the assessment of liquidated damages. Seven reasons were listed to support its request:

1a. Thirty-six days are requested due to a shutdown in a slide area ordered by the engineer. This is invalid, as the contractor had sufficient alternate work areas in which he could work all his equipment efficiently.

b. Forty-two days are requested as representing the number of days the contractor actually worked the majority of his equipment on the slide between Stations 693 and 698 mentioned above. Even though part of this 42-day period was during the normal winter season between November 30 and March 1 when no time is charged, he is entitled to the requested extension. If he had prolonged the slide removal work until after March 1 and then worked the 42 days on the slide removal work, he would have been entitled to an extension of days in this amount.

2. Ten days are requested because he was materially hampered by the slow progress of the utility companies working within the limits of his contract. We believe that this reason is valid and that his operations were severely curtailed for at least a ten-day period.

3a. Ten days are requested for delay in securing a railroad crossing. This is not a valid reason under the contract.

b. An undetermined amount of days is requested due to the difficulty in handling select rock materials which were substituted when anticipated gravel materials did not materialize. This is a valid reason, for which we recommend a three-day extension.

October 18, 1961

4. Ten days are requested due to the requirement of working around an unstable fill area between Stations 335 and 342. Two additional days are recommended for this reason due to loss of efficiency as a result of the circuitous route required in bypassing the area.

5. Five days are requested as a result of the State's action in delaying the completion of a fill between Stations 370 and 390. It is true that we did delay this fill as a consequence of the necessity of moving a natural gas pipe line; however, only one day's time was lost by the contractor in moving out and moving into the area.

6. Ten days are requested in connection with a slide near the Union Pacific Railroad tracks at Stations 692 to 697. The railroad tracks did begin to move after we opened a cut in the area. We consequently instructed the contractor to place a 40,000-yard counterbalance in order to stop the movement. As his rate of production at the time was 10,000 yards per day, he is entitled to four days for this work.

7. Seven days are requested because he was ordered off the job to fight a forest fire. This is partly valid. No time was charged while his equipment was fighting fire; however, it suffered unusual wear and tear while fighting the fire, and an accumulation of two days' time was required to get it back into good working order.

In summation, it is recommended that the contract time be extended 64 days, from an original allocation of 200 days to 264 days, without the assessment of liquidated damages, dependent upon the concurrence of the Bureau of Public Roads.

This matter will be on the agenda for the October 20 meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

FBK:fp me

Enclosure

cc Tom Edwards
R. L. Porter
C. H. Maison

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding
Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

#9

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5604 Contractor Keystone Construction Co., Inc.

Highway Old Oregon Trail

Section Baker-Pleasant Valley

Kind of Work Grading

It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

~~DENIED~~

Recommend that they be granted 64 days in accordance with the attached letter.

Oct 20 1961 as per letter of 10-18-61 attached
Floyd Querry

Recommended for Approval:

A. H. Harn

Division Engineer

W. K. Laboe

FIELD Construction Engineer or
Bridge Engineer

Robert L. Brown

State Highway Engineer

State Printing 37929

Contract No. 5604

Project designation I 80N-7(1) 306
State-Federal

Date awarded March 10, 1960

Work started March 29, 1960

Per cent completed 97% Oct. 4, 1961
Date

No. of Workdays Allowed 200

No. of Workdays Used 239

No. of Added Workdays Requested 125

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date May 11, 1961
Amended September 11, 1961

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 200 days to 325 days, within which to complete our Contract No. 5604, without the assessment of liquidated damages. The said contract is described as follows: Baker County Highway: Old Oregon Trail - Section: Baker-Pleasant Valley.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

See "Exhibit A" attached hereto and by this reference made a part hereof.

Respectfully submitted,

KEYSTONE CONSTRUCTION COMPANY, INC.

Contractor

By

[Signature]
Secretary-Treasurer

CONSENT OF SURETY

Date 9/13/61, 1961

We, the American Insurance Company

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

[Signature]
Attorney-in-fact

[Signature]
Resident Agent

(SEAL)

"EXHIBIT A"

CLAIM NO. I.

Request for extension of time of 78 days under Contract due to the fact that the resident engineers stopped work in areas between stations 693 + 50 to 698 + 00 on the 21st of November and received order for extra work, order No. 5, on the 12th day of January of 1961. When that stop order was received, we would have been excavating with one cat, two rockers and two ukes and one-80D shovel. This equipment could not work when it was shut down. When this stop order came through and the work was shut down, the cat, two rockers and two ukes could not be used in other work. At that time we had four DW21's working on job moving dirt. Keystone was charged for work days November 21st, 22nd, 23rd, 24th, 25th and 28th while this stop order was in effect. As a result of this stop order, Keystone could not work with the above equipment for seven days in November, seven days in January and 22 days in December, making a total of 36 work days lost.

I realize that most of this time claimed was during the period of December, January and February which is free time under the contract, not chargeable to job; however, it was Keystone's plan to work at this time in the rock and to remove the same and since we shut down completely, we did not get the advantage of this free time. When we received change Order No. 5 on the 12th of January, 1961, Keystone immediately commenced work and worked 23 days, consisting of two shifts with the use of an average of four DW21's and one D8 cat and one D9 cat and with one blade. They worked 19 days single shift with all of the above mentioned equipment, plus one DW21 and an additional D8 cat. This again caused the equipment to be tied up on the slide and not available for other use. The total time shut down on account of the stop order and the additional work required to remove the slide was 78 days.

The material that had to be removed as the result of the slide consisted of extremely tough material that had to be ripped. This was extremely difficult work, requiring a total time for the shut down period and the work of 78 days. We understand that the construction engineer is recommending only 16 days additional time on account of this work. It appears to be extremely unfair to Keystone Construction Company to be allowed only 16 days of work since Keystone Construction Company is, in a sense, being penalized for its position in this matter. Keystone bid this job considerably lower than the next highest bid and is performing good work on the job. We feel you are getting a good highway, which is, of course, what you contracted to receive; however, at the same time when getting a good job, you are depriving us of the benefits that we would have been entitled to under the free work period. Of course, the contract grants us free time and the contractors plan on using that free time for the purposes of performing the contract. The actual work days of 42 days in removing the slide was absolutely necessary work. That was work that had to be done before work could be completed on the excavation as called for by the contract. We feel that these facts substantiate this claim for an additional 78 days extension of the contract.

We understand that the State has considered, in granting additional time for the slide area only, based on the amount of material to be moved in relation to the whole contract to be performed. We feel that the

removal of this rock was an extremely difficult work and due to the type of the material in the slide area and cannot fairly be compared with removing of dirt in other areas under the contract. The actual time spent on the removal of this rock, we feel, justifies an extension for that amount of time of this contract. In all fairness to the contractor, he has taken and used his free time in performing this slide area work and had the cost of that operation for this length of time for the period of days totalling 42 days, plus the time that we were shut down, should support the claim for an extension of 78 days. Had the company not had to work in this slide area, they could have completed the select sub-base and finishing from Station 692 to 490 during the free time under the contract and prior to March of 1961, without any charge of workable days under the contract.

CLAIM NO. II.

Keystone Construction Company has been hampered and delayed considerably due to the fact that the power and transmission lines were not removed until September 1 of 1960. We realize that the contract requires that cooperation between Keystone Construction Company and the railroad and utilities be given and Keystone Construction cooperated fully; however, the State undertook the burden and assured us that they would have the arrangements made for the removal of the utilities and the signing of the contract. We worried about this continually from the beginning of the contract and our attorney personally contacted the attorneys for the State Highway Commission concerning this matter and they assured him that it would be taken care of immediately. However, there was a considerable delay. Between March 21st of 1960 and July 20th of 1960, we could not work between Stations 690 + 00 to 725 + 00 because the utilities had not been moved. At this time we had one 80D shovel at Prineville and two additional ukes ready for work in this area, and two additional rockers were available with the shovel. Up until July 20th, we could not even work in this area for clearing due to the fact that the lines were right down over the clearing area. No excavation could be done in this area until the 1st of September of 1961 and at that time we commenced excavation for the reinforced concrete box culvert prior to the lines being removed, in order to utilize some of the working time on the job. We were stopped from any clearing from March 21st of 1960 until July 20th, 1960. We started the clearing on July 20th and had consumed approximately 10 work days and during all this time of the clearing we were unable to move the shovel spread consisting of the one 80D shovel, two ukes and two rockers in this area. Based on this delay, we feel that we are entitled to an extension of the contract for 10 days.

CLAIM NO. III. (The Railroad)

The contract commenced on March 21st of 1960 and the railroad right of way crossing was not granted until the 7th day of November of 1960. The State had been cooperating in attempting to get this railroad right of way. Keystone Construction Company was in a position to start moving select base material across the railroad on September 1, 1960. Practically all of the equipment would have been used in moving this material across the railroad right of way. The failure of having this select base material in place caused a delay in finishing the select sub-base. The contract had contemplated that we would receive sufficient gravel at Station No. 370 + 00 to furnish the select sub-base for the entire area up to Station

No. 642 + 00. It developed that there was not sufficient gravel at Station No. 370 + 00 to 375 + 00 to complete the road bed from Station 642 to Station 490. In order to haul this rock, it was necessary to cross the railroad track and the right of way not being available until November 7, 1960, made it impossible for us to commence moving this rock material. The rock material was commenced to be moved shortly after obtaining the right of way, then the slide occurred at Station No. 693 to 698, and the equipment had to be moved out of the slide area until it was determined what should be done with the slide area material. We only had one area to work this equipment in, thereby causing us to be unable to use all of the equipment and reducing the use of the equipment operation into one-half of that that would normally be available for use on the job. This situation continued until we received force account work Order No. 5 on the 12th of January of 1961. We realize that this points out an overlapping of the claim for failure to use the equipment for the months of November, December and January, but it supports the claim for the extra time claimed on account of the slide. We feel that this delay justifies the claim for an extension of time from approximately September 1st until November 11th of 1960. This consists of a total of 51 work days. We realize that the equipment was not all idle during this time; however, the equipment had to be worked in areas where cuts were being made; this had reduced the efficiency of the operation because of the limited use of the equipment. This reduced the overall efficiency of use of equipment, we feel justifies the claim for an extension of 10 days, since the combination of the slide and the delay in the railroad right of way being granted caused this loss of efficient use of the equipment.

CLAIM NO. IV. (Nash Fill)

The nash cut between Station 335 + 00 to 342 + 00 had contemplated an excavation of a ditch with placing of perforated pipe in it for the control of water. When the excavation for the pipe was completed, we had to commence excavation for a 90 inch structural plate and it was found there was excessive water in the area. The discovery of the extra water required the placing of an additional 1100 feet of pipe, additional excavation and required approximately an extra month's work with the drag line, two ukes and dump trucks. This work was not contemplated by the contracts since the contract called for only one section of pipe. As a result of this cut being held up, this again required moving of equipment to a different area on the job, considerable delay in reorganization. The use of the equipment in performing this work, plus the inconvenience of having to move and start a new job in a different area and then stopping that job and returning to this area caused a total of time loss to the company of approximately 10 work days. We, therefore, make a claim for an extension of the contract for a period of ten (10) days on account of the work in this area.

CLAIM NO. V.

Station 370 to Station 390 was a fill area. The company commenced the fill of this area and completed part of the work and was held up due to the fact that the State had not acquired the necessary right of way to move the gas line and this caused the company to have to stop work on this fill after performing approximately half of the work and then return at a later date to perform this work. Since part of the fill

had been completed when the other part of the fill was completed, the work was done in such a manner that the fill had to be done in layers causing a restricted work area and a delay in the effective use of the equipment and required additional time to perform the job. This time should be charged directly to the State and based on this, we have requested an additional five (5) days extension of time for performance of this job.

CLAIM NO. VI.

At Station 692 + 00 to 697 + 00 it was contemplated by the contract that there would be sufficient material there to complete the road bed. It developed that there was not sufficient material there to complete the road bed, so material had to be borrowed from the slide area to complete the main road. This caused additional work of one 80D shovel, two DW 1221 ukes and one D 8 cat for a period of five days. This work was not contemplated by the contract and required five days of additional time for performance and it was approximately 50% of the work crew at this time and justifies a claim, we feel, for an extension of an additional five (5) days for performance of the contract.

CLAIM NO. VII.

Due to the fire in the Baker area, the equipment was taken off the job on July 22nd, 1960 and the equipment was not released until the 28th day of July, when two D9 cats were returned to work on this contract job. However, the fire still required the use of three D8 cats, one water wagon and one patrol. This equipment was not available to work on this highway job and it was not all returned until the 30th of July, 1960. However, we were being charged full time for the performance on this highway job and the efficiency of the operation due to the shortage of said equipment was reduced 50% and we feel that this justifies a request for an additional seven (7) days of working time on this job and an extension thereof of the contract for said period of seven (7) days, because it took this period of time to get the equipment back into economical working order and the work organized.

October 16, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N.E.
Salem, Oregon

Dear Sir:

The contractor on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, the Keystone Construction Company, has requested that his work time be extended a total of 125 days from an original allocation of 200 days to 325 days without the assessment of liquidated damages. He lists seven reasons to support his request.

1 (a). 36 days are requested due to the action of the engineer in shutting down the contractor's work in the area between Stations 693 and 698. It is true that the contractor was ordered to cease work in the area for a total of 36 workdays. Most of the time was during the normal winter shutdown period between November 30 and March 1. However, the shutdown in this area did not prevent the contractor from working on other areas of the job available to him. He could have worked all his equipment during this period effectively on those portions of the project. No consideration should be given for this portion of his request.

(b). The contractor requests 42 days additional time which represents the number of days he actually worked the majority of his equipment on the slide removal work. Fourteen of these 42 days were charged workdays. However, the contractor has presented an argument to support his contention that all 42 days should be considered regardless of whether or not he was charged. He states that the free time allowed under our specification is an essential part of a contractor's schedule of work and that they did in fact schedule the rock work in this area and other areas for the winter season. He further states that it would have been his right to perform no work during the winter season and to begin the slide removal work March 1. In the event

Mr. C. G. Palk - 2

October 16, 1961

that he elected to proceed in this manner, we would be entitled to receive back all days charged during the slide removal work which would have equalled the 42 days requested. We believe that both of these reasons are valid and that the contractor should be given a total of 42 days under this portion of his request.

2. 10 days are requested under the reason that the contractor was materially hampered by noncooperation with him of the utility companies working within the contract limits. This is a true and valid reason. He was, in fact, seriously hampered as a result of the slow progress of the Union Pacific Railroad and Pacific Telephone and Telegraph Companies. This is a difficult matter to numerically evaluate. However, the delay of the afore-mentioned utility moves resulted in requiring the contractor to revise his entire construction schedule in the area of a major culvert installation. It is estimated by the Resident and Division Engineers that their delay resulted in the contractor's operation being severely curtailed for a period of 10 days. We believe that 10 days are justified for this reason.

3 (a). 10 days are requested for the delay in securing a railroad crossing. This is not a valid reason under the contract as it was the contractor's obligation to arrange for a method of hauling material across railroad right of way.

(b). Under the same reason, the contractor requests additional time in connection with Price Agreement No. 5 which substituted rock select materials for anticipated gravel select materials. He does not request an exact number of days for this reason. This is a valid reason for an extension of time as it is true that the processing of the solid rock materials was more time consuming than the processing of the gravel materials would have been. The contractor was required to use dozers and a grid roller which in turn reduced his efficiency on other portions of the project. It is recommended that consideration be given to extending his time three days for this reason.

4. 10 days are requested due to the fact that it was required for him to revise his schedule of operations in order to work around an unstable area between Station 335 and 342. It is true that we performed considerable foundation work in this area and that the necessity for this work required the contractor to move in a circuitous route when hauling through the area. We believe that he is entitled to two additional days due to the loss of efficiency as a result of the circuitry of the route.

Mr. C. G. Polk - 3

October 16, 1961

5. Five days are requested as a result of the State's action in delaying the completion of a fill between Station 370 and 390. The completion of this fill was delayed as a consequence of the necessity of moving a natural gas pipeline. It is true that the contractor was required to move out and then back in to the fill. We believe that one day should be allowed as an accumulative total time required for these moving operations.

6. 10 days are requested to cover the time required due to unanticipated work adjacent to the Union Pacific Railroad near Station 692 to 697. After this area had been opened, the railroad company tracks began to move. It was necessary for us to immediately move the contractor into the area and to have him construct a 40,000 cubic yard counterbalance in order to stop this movement. Since the contractor's normal production at this time was about 10,000 yards per day, it is recommended that four days be granted to this unanticipated work.

7. Seven days are requested as a result of the contractor's equipment being ordered off the job to fight fire. This reason is not entirely valid as he was not charged time for the period covered when his equipment was fighting fire. However, the equipment suffered unusual wear and tear while fighting the fires and required considerable repair work upon returning to our job. It is estimated that an accumulation of two days time should be allowed the contractor due to the breakdown suffered following the return of the equipment from fire fighting.

In summation, we believe that the contractor is entitled to an extension of 64 days from his original allocation of 200 days to 264 days. May we have your concurrence in this action.

Very truly yours,

M. C. Williams
State Highway Engineer

By

Ferrast Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards

FBK:fp fn

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 11, 1961

SUBJECT: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract No. 5604

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

The contractor on this project, Keystone Construction Company, has requested that their work time be extended a total of 125 days from an original allocation of 200 days to 325 days without the assessment of liquidated damages. He lists seven reasons to support his request:

1. (a) Thirty-six days are requested due to the action of the engineer in shutting down the contractor's work in the area between Station 693 and 698. It is true that the contractor was ordered to cease work in this area for a total of 36 workdays. Most of this time was during the normal winter shutdown period between November 30 and March 1. However, the shutdown in this area did not prevent the contractor from working on other areas of the job available to him. He could have worked all his equipment during this period effectively on these other portions of the project. No consideration should be given for this portion of his request.

(b) The contractor requests 42 days additional time which represents the number of days he actually worked the majority of his equipment on the slide removal work. Fourteen of these 42 days were charged days. However, the contractor has presented an argument to support his contention that all 42 days should be considered regardless of whether or not he was charged. He states that the free time allowed under our specification is an essential part of a contractor's schedule of work and that they did in fact schedule the rock work in this area and other areas for the winter season. He further states that it would have been his right to perform no work during the winter season and to begin the slide removal work March 1. In the event that he elected to proceed in this manner, he would be entitled to receive back all days charged during the slide removal work which would have equalled the 42 days requested. We believe that both of these reasons are valid and that the contractor should be given a total of 42 days under this portion of his request.

2. Ten days are requested under the reason that the contractor was materially hampered by non-cooperation with him of the utility companies working within the contract limits. This is a true and valid reason. He was, in fact, seriously hampered as a result of the slow progress of the Union

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FORREST COOPER

October 11, 1961

Pacific Railroad and Pacific Telephone and Telegraph Companies. This is a difficult matter to numerically evaluate. However, the delay of the aforementioned utility moves resulted in requiring the contractor to revise his entire construction schedule in the area of a major culvert installation. It is estimated by the resident and division engineers that their delays resulted in the contractor's operation being severely curtailed for a period of 10 days. We believe that 10 days are justified for this reason.

3 (a). Ten days are requested for the delay in securing a railroad crossing. This is not a valid reason under the contract as it was the contractor's obligation to arrange for a method of hauling material across railroad right of way.

(b) Under the same reason the contractor requests additional time in connection with Price Agreement No. 5 which substituted rock select materials for anticipated gravel select materials. He does not request an exact number of days for this reason. This is a valid reason for an extension of time as it is true that the processing of the solid rock materials was more time-consuming than the processing of the gravel materials would have been. The contractor was required to use dozers and a grid roller which in turn reduced his efficiency on other portions of the project. It is recommended that consideration be given to extending his time 3 days for this reason.

4. Ten days are requested due to the fact that it was required for him to revise his schedule of operations in order to work around an unstable area between Station 335 and 342. It is true that we performed considerable foundation work in this area and that the necessity for this work required the contractor to move in a circuitous route when hauling through the area. We believe that he is entitled to 2 additional days due to the loss of efficiency as a result of the circuitry of the route.

5. Five days are requested as a result of the State's action in delaying the completion of a fill between Station 370 to 390. The completion of this fill was delayed as a consequence of the necessity for moving a natural gas pipe line. It is true that the contractor was required to move out and then back in to the fill. We believe that 1 day should be allowed as an accumulative total time required for these moving operations.

6. Ten days are requested to cover the time required due to unanticipated work adjacent to the Union Pacific Railroad near Station 692 to 697. After this area had been opened, the railroad company tracks began to move. It was necessary for us to immediately move the contractor into the area and to have him construct a 40,000 cubic yard counterbalance in order to stop this movement. Since the contractor's normal production at this time was about 10,000 yards per day, it is recommended that 4 days be granted for this unanticipated work.

7. Seven days are requested as a result of the contractor's equipment

Mr. Forrest Cooper

-3-

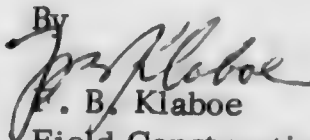
October 11, 1961

being ordered off the job to fight fire. This reason is not entirely valid as he was not charged for the period covered when his equipment was fighting fire. However, the equipment suffered unusual wear and tear while fighting the fires and required considerable repair work upon returning to our job. It is estimated that an accumulation of two days time should be allowed the contractor due to the breakdown suffered following the return of the equipment from fire fighting.

In summation, it is recommended that the contract time be extended 64 days from an original allocation of 200 days to 264 days without the assessment of liquidated damages.

Rough drafts of letters to the Bureau of Public Roads and the Highway Commission are enclosed.

Tom Edwards
Construction Engineer

By 
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.



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OCT 13 1961

FOR FILING

I - 7 - 4 - 11 () - 2 - 2 - 2
5604

October 13, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached are copies of three Notices of Claim, each in the amount of \$11,844.15, which have been filed with the Secretary of State by Robin and Meyer, Attorneys at Law, on behalf of George M. Philpott Co. Oreg. Ltd. for rental of equipment and furnishing of parts and materials to Keystone Construction Company, Inc.

These claims appear to be in reference to the Keystone Construction Company, Inc. Contract 5604, grading Baker-Pleasant Valley Section, and Contract 5769, grading-paving Pleasant Valley-Hill Creek Section, on the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:
rj

cc: Cole, Clark & Cunningham, Inc., Portland
Keystone Construction Company, Inc., Prineville
M. K. McIver
Glenn L. Jackson
W. C. Williams
Forrest Cooper

NOTED ON CARD

dc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

October 12, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Paul R. Meyer, c/o Kobin & Meyer, Attorneys at Law, 314 Oregon Bank Building, Portland 4, Oregon three notices of claim and filed October 5, 1961 by George M. Philpott Co. Oreg., Ltd. against Keystone Construction Co., as principal and American Surety Company of New York, surety, for the work relating to the Baker-Pleasant Valley Section of Old Oregon Trail Highway being performed under Oregon State Highway Department Contract No. 5604 and relating to the Pleasant Valley-Hill Creek Section in the sums of \$11,844.15 and being performed under Oregon State Highway Contract No. 5769.

We are enclosing three copies of the claims for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

Public Records Section

GS:FK
Enc.



NOTED
FLOYD QUERY

NOTICE OF CLAIM

TO: State of Oregon, by and through
the State Highway Department

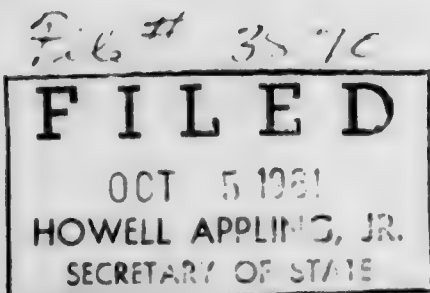
Notice is hereby given that the undersigned
GEORGE M. PHILPOTT CO. OREG., LTD., has a claim for the
rental of equipment and furnishing of parts and materials
from approximately April 1, 1960, to August 31, 1961, in
the sum of \$11,844.15 against the bond taken from KEYSTONE
CONSTRUCTION CO., as principal, and AMERICAN SURETY COMPANY/
of New York,
as surety, for the work relating to the Baker-Pleasant Valley
Section of Old Oregon Trail Highway being performed under
Oregon State Highway Department Contract No. 5604, and
relating to the Pleasant Valley - Hill Creek Section of
Old Oregon Trail Highway being performed under Oregon
State Highway Department Contract No. 5769.

This notice is given pursuant to ORS Chapter 279.

DATED this 2nd day of October, 1961.

GEORGE M. PHILPOTT CO. OREG., LTD.

By [Signature]



NOTICE OF CLAIM

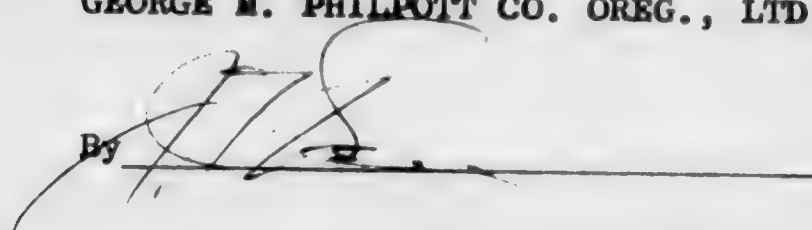
TO: STATE OF OREGON, by and through
the STATE HIGHWAY DEPARTMENT

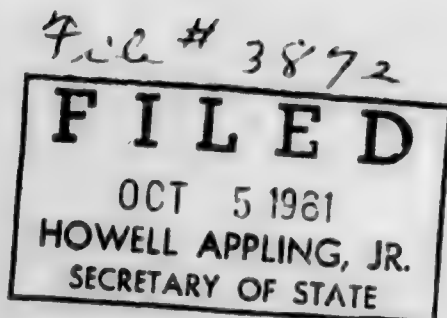
Notice is hereby given that the undersigned
GEORGE M. PHILPOTT CO. OREG., LTD., has a claim for
the rental of equipment and furnishing of parts and
materials from approximately April 1, 1960, to August 31,
1961, in the sum of \$11,844.15 against the bond taken
from KEYSTONE CONSTRUCTION CO., as principal, and
AMERICAN SURETY COMPANY, ^{of New York,} as surety, for the work re-
lating to the Baker-Pleasant Valley Section of Old
Oregon Trail Highway being performed under Oregon
State Highway Department Contract No. 5604.

This notice is given pursuant to ORS Chapter 2

DATED this 2d day of October, 1961.

GEORGE M. PHILPOTT CO. OREG., LTD.

By 

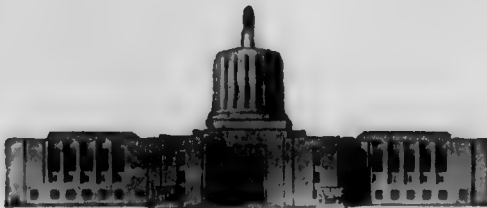


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COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 29, 1961

California Pacific Utilities
2003 First Street
Baker, Oregon

Power Line Adjustment
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

Attention Mr. C. Stanley Rasmussen

Gentlemen:

Your revised estimate and sketch map as recently submitted for the adjustment of your facilities on the above-named section has been approved by the State and Bureau of Public Roads as having been granted as of March 18, 1960 as stated in our letter of March 22, 1960.

Very truly yours,

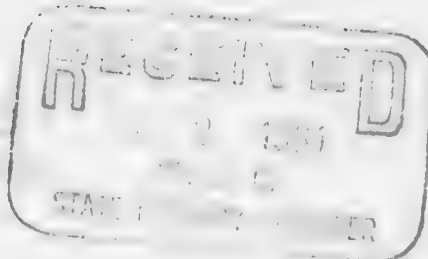
Tom Edwards
Construction Engineer

By

C. H. Baker
C. H. Baker
Asst. Field Construction Engineer

TWL:jw

cc Forrest Cooper ✓
C. H. Maison
A. F. Parson
R. R. Cameron
R. L. Porter
C. G. Polk



RECEIVED
SEP 29 1961

FOR FILING

5604

September 28, 1961

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Keystone Const. Co. Inc., c/o American Insurance Co., a portion of the funds heretofore retained by the Commission on contract #5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County.

This payment, in the amount of \$16.80, is the result of adjustments in a release of \$38.70 retained percentage, and reduces the retained percentage to the sum of \$45,280.74. The present payment will be released on or after October 5, 1961.

You have been previously notified that claims have been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: American Insurance Co.,
Cole, Clark & Cunningham, Inc.,
222 SW 4th Ave.,
Portland 4, Oregon

cc: Keystone Const. Co. Inc.,
635 North Main St.,
P. O. Box 55
Prineville, Oregon

RECEIVED
SEP 29 1961

FOR FILING

T
5664

September 28, 1961

Baker-Pleasant Valley Section
Baker County, Contract No. 5604

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

Dear Sir:

Enclosed is a copy of the voucher for work to September 5, 1961, on the subject project.

We are making this small payment to clear our records of the force account bills and the added liquidated damages.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
SEP 29 1961

FOR
Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

5604

477 Cottage St. N.E.
Salem, Oregon

September 27, 1961

08-35.5

C. G. Polk, Division Engineer
Salem, Oregon

Oregon Project I-80N-7(1)306, California Pacific Utilities Adjustment

As requested by Mr. Porter's September 14, 1961 letter, we hereby approve the revised estimate for the above subject work. Authorization to proceed with the work can be considered as having been granted by our March 18, 1960 letter.

Copies of your "Order for State Force Work", which we understand are utilized for your accounting purposes, are being returned herewith. The estimate and sketches are all that is required for our action. According to our records, the increase of \$295.87 will result in a total estimated cost of \$11,399.58 for the California Pacific Utilities Company work.

Attachments

*Porter
advis.*

RECEIVED
SEP 19 1961

FOR FILING

5604

September 14, 1961

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 7, Account No. 285 covering California Pacific Utilities Co. power line adjustment on the Baker-Pleasant Valley section of the Old Oregon Trail Highway in Baker County, Contract No. 3604, in connection with Federal Aid Project No. 1-80N-7(1)306.

The transmission line shown on the attached sketch was not included in the original agreement, which was approved in your letter of March 18, 1960. It was included in our letter to the Utility dated February 23, 1960. The estimate in the amount of \$295.87, with Federal participation of \$266.00, are also attached.

It is requested that this additional work be included in the agreement with the Utility, approved under the provisions of FPM 30-4. It has been verbally recommended for approval by the BPR Administrative Manager.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.

WCP:lm

RECEIVED
SEP 14 1961

FOR FILING

1 2 3 4 5 6
5604

September 14, 1961

Robert V. Chrisman
Attorney at Law
Chrisman Office Building
Enterprise, Oregon

Dear Mr. Chrisman:

As requested in your letter of September 11, we are attaching a certified copy of the Contract and Bond covering Contract No. 5604.

This is the Keystone Construction Co. contract for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Attach.
CWH:mg

RECEIVED
SEP 11 1961

FOR FILING

1
5604

September 14, 1961

Robert V. Chrisman
Attorney at Law
Chrisman Office Building
Enterprise, Oregon

Dear Mr. Chrisman:

As requested in your letter of September 11, we are attaching a certified copy of the Contract and Bond covering Contract No. 5604.

This is the Keystone Construction Co. contract for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Attach.
CWH:mg

ROBERT V. CHRISMAN
ATTORNEY AND COUNSELOR AT LAW
CHRISMAN OFFICE BUILDING
ENTERPRISE, OREGON
TELEPHONE 503

September 11, 1963

Hon. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Re: Keystone Construction Co.
State Highway Contract #5604

Dear Mr. Query:

I enclose herewith the affidavit of Jack Kreizenbeck, in compliance with the provisions of 279.512 and 279.515 ORS.

Will you please send me a copy of the contract and a copy of the bond referred to in the affidavit and Notice of Claim thereto attached.

Apparently it is going to be necessary to sue on the bond to collect this account.

Cordially yours,

Robert V. Chrisman
Robert V. Chrisman

RVC:sc
Encls.

Cc, please reply

76

NOTED
FLOYD QUERY



AFFIDAVIT TO SECURE COPY OF CONTRACT AND BOND

Re: Keystone Construction Co., Inc.
State Highway Contract #5604
Baker-Pleasant Valley section of
Old Oregon Trail Highway in Baker
County.

To: FLOYD QUERY, Secretary, Oregon State Highway Commission:

STATE OF OREGON,)
 : ss.
County of Wallowa.)

I, JACK KREIZENBECK, being first duly sworn on oath say:
That I, Jack Kreizenbeck doing business as a sole trader under the
firm name and style of Jack's Tire Service, at Enterprise, Oregon,
sold and delivered truck tires to Keystone Construction Co. to be
used on and that were used upon trucks of said Keystone Construction
Co. in the prosecution of the work provided for in that certain
contract between said Keystone Construction Co., Inc. and the State
of Oregon, acting by and through the Oregon State Highway Commission,
Contract No. 5604 and known as the Baker-Pleasant Valley Section
of the Old Oregon Trail Highway in Baker County, Oregon, as more
fully appears from Notice of Claim filed by me with the Honorable
Howell Appling, Jr., Secretary of State of the State of Oregon,
hereunto annexed and by this reference made a part hereof as fully
and completely as though the same were herein fully set forth.

I further on oath depose and say that said claim has not been
paid and that there remains due and unpaid to me thereon the sum of
\$9,030.72, with interest thereon at six per cent per annum from
June 15, 1961, until paid and that I make this affidavit for the
purpose of securing a copy of said contract and a copy of the bond
furnished said Keystone Construction Co., Inc. by the American
Insurance Company as a performance bond to assure completion of
the contract and payment of all bills incurred by said Keystone
Construction Co., Inc. in the performance of said contract #5604.

Subscribed and sworn to before me this 11th day of September, 1961.

Jack Kreizenbeck
Robert V. Chusman
Notary Public for Oregon

My commission expires: March 15, 1963.

NOTICE OF CLAIM

TO: STATE OF OREGON, Acting by and through the Oregon State Highway Commission - Attention: Honorable Howell Appling, Jr.:

**Re: Keystone Construction Co., Inc.
State Highway Contract #5604
Baker-Pleasant Valley section of
Old Oregon Trail Highway in
Baker County.**

NOTICE IS HEREBY GIVEN That the undersigned, Jack Kreizenbeck, doing business as a sole trader under the firm name and style of **JACK'S TIRE SERVICE, Enterprise, Oregon**, has a claim for truck tires sold and delivered to Keystone Construction Co. in the sum of \$9,030.72, together with interest thereon at the rate of six per cent per annum from June 15, 1961, until paid, against the bond taken from the said Keystone Construction Co., Inc., and The American Insurance Company, a corporation, surety upon the performance bond of said Keystone Construction Co., Inc., which said truck tires were furnished for and in connection with State Highway Contract #5604 with said Keystone Construction Co., Inc. for grading the Baker-Pleasant Valley section of the Old Oregon Trail Highway in Baker County, Oregon.

Said truck tires were sold and furnished said Keystone Construction Co., Inc. between the 25th day of May, 1961, and the 15th day of June, 1961, both dates inclusive, at the special instance and request of A. J. Chinn, a duly authorized agent and employee of said Keystone Construction Co., Inc. and the agreed purchase price of said truck tires was and is the said sum of \$9,030.72, no part of which has been paid to the undersigned claimant.

IN WITNESS WHEREOF I have hereunto set my hand at Enterprise, Oregon, this 15th day of August, 1961.

Subscribed and sworn to before me this 15th day of August, 1961.

My commission expires: March 15, 1963.

RECEIVED
SEP 11 1961

FOR FILING

5604

Salem, Oregon
September 8, 1961

Mr. D. H. Moehring

Herewith a letter from a chap named Alfred Lammert (?) regarding damages in the Baker-Pleasant Valley Section. I have been unable to find anything in the Construction files regarding this, and I assume that it is in connection with some right-of-way transaction. If this is not the case, please return it to me so that I can dig into it a little farther.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ao

RECEIVED

SEP 12 1961 U.S. STATES GOVERNMENT

FOR FILE **Memorandum**

I-80N-7(1)306	
TO	Mr. W. C. Williams
5604	State Highway Engineer
	Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage St. N.E.
Salem, Oregon

DATE: September 8, 1961

FROM : C. G. Folk, Division Engineer
08-35.4-DA Salem, Oregon

By: D. M. Harich
Acting Division Engineer

SUBJECT: Baker-Pleasant Valley Section, Old Oregon Trail Highway,
Project I-80N-7(1)306

We approve your request in granting Keystone Construction Company
an additional 16 days in addition to the original 200 days contract
time, for the reasons set forth in your letter of September 5, 1961.

*Edu
Porter*

RECEIVED
SEP 8 1961

FOR FILING

5604

September 8, 1961

Request for extension of time
No. 3
September 15, 1961, meeting

Oregon State Highway Commission

Gentlemen:

The Keystone Construction Company, contractor on the Baker-Pleasant Valley Section, Contract No. 5604, has requested that its work time be increased 60 days from an original allocation of 200 days to 260 days without the assessment of liquidated damages.

A slide, which the contractor was required to remove, occurred near the south end of this project. The total cost of this slide removal was eight per cent of the contract amount, which would entitle him to 16 additional workdays (8 per cent x 200 = 16). We have also compared the amount of yardage in the slide with the total amount of yardage in the project and arrive at the same figure of 16 days. Furthermore, a total of 14 days was charged the contractor during the time that he was performing the slide removal work.

Under the circumstances, we must recommend that the contractor's request for 60 additional days be denied but that he be awarded 16 additional days without the assessment of liquidated damages, subject to approval of the Bureau of Public Roads.

This matter will be on the agenda for the September 15 meeting.

Very truly yours,

FBK:fp me
Enclosure

cc Tom Edwards
R. L. Porter
C. H. Maison

W. C. Williams
State Highway Engineer

UNITED STATES GOVERNMENT
Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage St. N.E.
Salem, Oregon

TO : Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

DATE: September 8, 1961

FROM : C. C. Polk, Division Engineer
OS-35.4-DA Salem, Oregon

By: *U. M. Enrich*
U. M. Enrich
Acting Division Engineer

SUBJECT: Baker-Pleasant Valley Section, Old Oregon Trail Highway,
Project I-SON-7(1)306

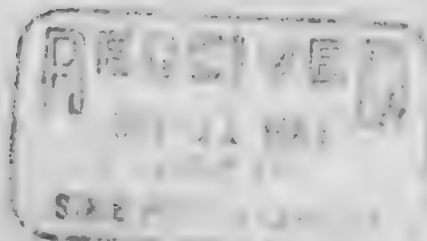
We approve your request in granting Keystone Construction Company
an additional 16 days in addition to the original 200 days contract
time, for the reasons set forth in your letter of September 5, 1961.

*Edw
Porter*

CONSTRUCTION DIVISION
RECEIVED

SEP 12 1961

NOTED-☐☐☐☒☐
SEP 12 1961



September 5, 1961

Mr. C. G. Felk
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract No. 5604

Dear Sir:

The contractor on the above project, the Laystons Construction Company, has requested that the work time be extended 60 days from an original allocation of 200 days to 260 days without the assessment of liquidated damages.

The reason the contractor presents to support his request is that he was required to remove a large slide left of Station 694 to 697+50 which, in turn, entitles him to said increase in time.

We believe that the contractor's request should be denied but that he should be awarded a total of 16 additional days for the work he performed on the slide correction. The contractor was paid \$126,451.69 for the slide removal work. This represents an increase of his contract amount of eight percent. Eight percent of the original 200 days amounts to 16 days. We have also analyzed the request from the standpoint of time taken to do the work and from the standpoint of the number of yards involved in the work. Our analysis using both these criteria also indicates that the contractor is entitled to 16 additional workdays.

May we have your approval to extend the contract time on this project from 200 days to 216 days without the assessment of liquidated damages.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
FBK:fp fn



GENERAL CONTRACTORS

Aug 14, 1961

TO

On the State of Oregon
Salem, Oregon

Dear Sir:

You must have the bond insurance extension by now
as I mailed same to Mr. Cameron on August 9, 1961.

If you find everything in order could you please
release the \$15,600.00 hold up as Liquidated Damages.

Would appreciate every effort on your part if re-
monies could be added to the check coming on Estimate
#17 job 5604.

Will appreciate your prompt cooperation on this
matter.

Yours truly,

Otis Van Blaricom
Otis Van Blaricom

spis
Accounting kept copy and sent this to us for our information

EAB

W

gk

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 1, 1961

Mr. Otis Van Blaricom
Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

Dear Sir:

Reference is made to your recent letter requesting release of \$15,600.00 held for payment of liquidated damages on Contract No. 5604, Baker-Pleasant Valley Section.

Contract extensions of time can only be awarded by the State Highway Commission. Your request for an extension of 60 days' time will be acted upon by the Commission during their September 15, 1961 meeting. You should also be apprised of the fact that the Construction Division has recommended to the Commission that only sixteen (16) days additional time be granted.

If the Commission acts favorably, your time will be extended to 216 days and liquidated damages will be charged for all workdays charged beyond 216 at the prescribed rate.

Very truly yours,

W. C. Williams
State Highway Engineer

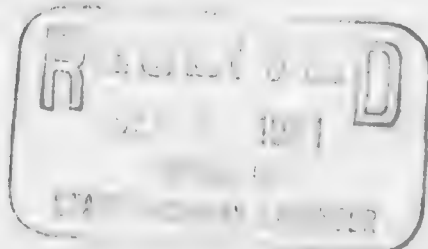
By

Tom Edwards
Construction Engineer

FBK:fp:jw

cc Forrest Cooper ✓
R. L. Porter
C. H. Maison
A. F. Parson

NOTED
FORWARDED



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 24, 1961

SUBJECT: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract No. 5604

To: Mr. Forrest Cooper
Deputy State Highway Engineer
OFFICE

The contractor on this project, Keystone Construction Company, has requested that their work time be extended 60 days from an original allocation of 200 days to 260 days without the assessment of liquidated damages. Up to and including August 18, the contractor had used a total of 262 workdays and it is estimated that he will use about 20 more before the project is completed.

The reason the contractor uses to support his request for additional time is that his contract work was either stopped or curtailed during the period between November 20, 1960 and March 16, 1961 during which time he was required to remove approximately 150,000 cubic yards of material from a slide in the vicinity of Pleasant Valley.

Around the middle of November, 1960, a large slide did occur near Pleasant Valley and the contractor was ordered to cease working in the area until such time as we could formulate a plan for the slide correction. This plan was formulated and Bureau of Public Roads approval received for proceeding with the work on January 9, 1961. The contractor began removing the slide on January 16, 1961 and completed said correction work on March 16, 1961. During the period between November 21 when he was prohibited from working in the slide area and January 9, the contractor was able to work all his equipment at maximum production on other portions of the project. During the period that he was working on the slide itself, he used approximately one-half of his equipment working at maximum production on other portions of the project. We therefore do not feel that the contractor would be entitled to any additional time for the period between November 21 and January 9. He spent 32½ days working on the total slide removal job using one-half of his equipment. We feel that he should be allowed 16 days additional time because of the work on the slide during this period.

We have also analyzed the request from the standpoint of added material to the project. There was 146,448 cubic yards of material removed from the slide. This represents approximately 4 per cent of the total General Excavation on the contract. We considered that the slide material was about twice as difficult to remove as the average material on the job and doubled the 4 per cent figure to arrive at 8 per cent. Eight per cent of the original 200 workdays also equals 16 work days.

APPROVED

[Signature]
Construction Engineer

Mr. Forrest Cooper

-2-

August 24, 1961

A third method used was to consider all the workdays charged the contractor between the time that the slide occurred and the time that the work on the slide was completed. This amounted to 14 days.

In our dealings with the Bureau of Public Roads, they often express the opinion that they desire us to use a financial comparison of the monies paid the contractor for additional work with the total amount of the contract as the basis for awarding additional time. We paid the contractor \$126,451.69 for all the work he performed on the slide. This is 8 per cent of the total amount of the contract. Again when we take the 8 per cent of the original 200 days, we arrive at the same 16 day figure.

Therefore, we recommend that the contractor's request for an extension of 60 days be denied but that he be allowed 16 additional days.

A further point of information which does not particularly bear on this matter is that the Keystone Construction Company is in apparent financial difficulties. Mr. Clarence Porter, Claims Adjuster, has been investigating the status of this and other jobs under contract to Keystone Construction and has expressed the fear that the bonding company he represents may suffer a large loss on the project.

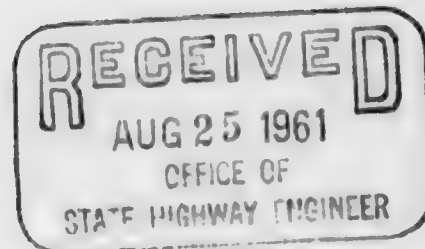
Rough drafts of letter to the Bureau of Public Roads and the Highway Commission are attached.

Tom Edwards
Construction Engineer

By *F. B. Klaboe*
F. B. Klaboe
Field Construction Engineer

EBK:fp

Enc.



NOTED
FORREST COOPER

OREGON STATE HIGHWAY COMMISSION

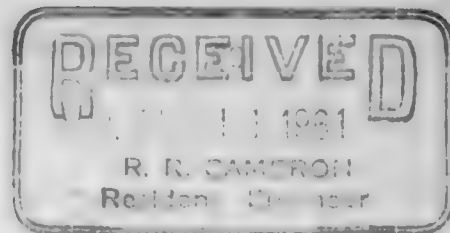
Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract



Oregon State Highway Commission
Salem, Oregon

Date May 11, 1961.

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 200 days to 260 days, within which to complete our Contract No. 5604, without the assessment of liquidated damages. The said contract is described as follows:

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows: November 20, 1960, Slide area occurred from approx. Station 693/50 to Station 698/00 where upon Resident Engineer stopped work in this area: (Calendar days) November 20, 1960 to January 12, 1961 waiting for decision on what to do with slide area and Special Work Order so Keystone Construction Company could proceed with the work. (Calendar days) January 13, 1961 to March 16, 1961 to remove approx. 150,000 cu yds of material before Keystone Construction Company could proceed with original work.

Respectfully submitted,
Keystone Construction Co.
Box 55
Prineville, Oregon
Contractor

By [Signature]
General Superintendent

CONSENT OF SURETY

Date August 2, 1961.

We, THE AMERICAN INSURANCE COMPANY,

, as

surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

[Signature]
Attorney-in-fact Stanley P. Duyck
[Signature]
Resident Agent E. W. Ramsden

(SEAL)

OREGON STATE HIGHWAY COMMISSION
**Engineers Recommendation Regarding
Contractors Request**

for
Increase in Number of Workdays
to
Complete Construction Contract

#3
1-11-61
1-11-61

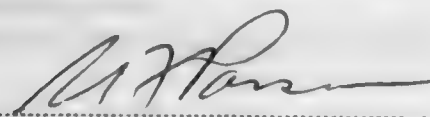
Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5604 Contractor Keystone Construction Co., Inc.
Highway Old Oregon Trail
Section Baker-Pleasant Valley
Kind of Work Grading

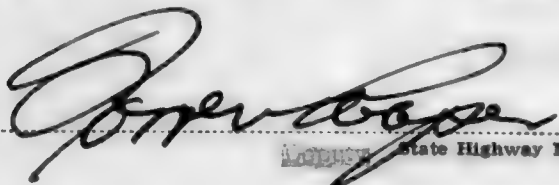
It is recommended that the request for increase in the number of workdays within which to complete said contract be **DENIED** or **GRANTED**. The reasons for such recommendation are as follows:

Recommend that the request for sixty days be denied, but that sixteen days be allowed on basis of proportionate amount of work with the original contract.

Recommended for Approval:


Division Engineer


Construction Engineer or
Bridge Engineer

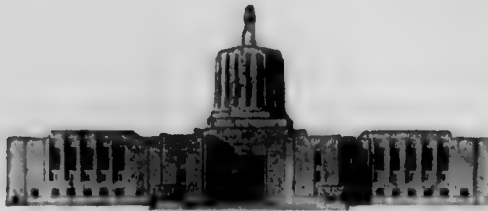

State Highway Engineer

Contract No.	<u>5604</u>
Project designation	<u>I 80N-7 (1) 306</u> State-Federal
Date awarded	<u>March 10, 1960</u>
Work started	<u>March 29, 1960</u>
Per cent completed	<u>97%</u> <u>8-11-61</u> Date
No. of Workdays Allowed	<u>200</u>
No. of Workdays Used	<u>257</u>
No. of Added Workdays Requested	<u>60</u>

RECEIVED
SEP 11 1961

COMMISSIONERS
FOR FILING
M. R. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERRY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 8, 1961

Barth:
Please record on
card & send to
files.
C.H.

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated Sept. 5, received from Atlas Chemical Industries, Inc., Wilmington, Delaware, for materials furnished to Keystone Construction Co., Inc. This appears to be in connection with the following State Highway contracts:

Contract No. 5604 - Grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County - \$2,960.

Contract No. 5769 - Grading and Paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County - \$17,844.92.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond on each of these contracts.

Please acknowledge receipt of the claim letter on the enclosed copy of this letter.

Yours very truly,

File # 3860
FILED
SEP 11 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
cc

RECEIVED
SEP 14 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 11 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

September 8, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a claim letter, dated Sept. 5, received from Atlas Chemical Industries, Inc., Wilmington, Delaware, for materials furnished to Keystone Construction Co., Inc. This appears to be in connection with the following State Highway contracts:

Contract No. 56C4 - Grading the Baker-Pleasant Valley
Section of the Old Oregon Trail
Highway in Baker County - \$2,960.

Contract No. 5769 - Grading and Paving the Pleasant
Valley-Hill Creek Section of the
Old Oregon Trail Highway in Baker
County - \$17,844.92.

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond on each of these contracts.

Please acknowledge receipt of the claim letter on the enclosed copy of this letter.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.

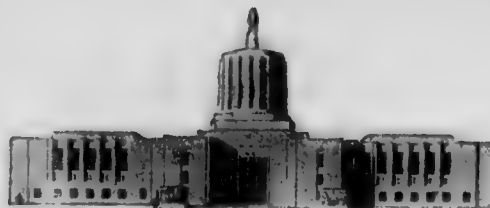
CWH:fp

NOTED ON CARD

JP

RECEIVED
SEP 15 1961

FOR FILING
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 8, 1961

FLOYD QUERY, SECRETARY SALEM
4-7(1)306
5614

American Insurance Company
Belmont Building
1220 S. W. Columbia
Portland 1, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

A claim letter, dated September 5, has been received from Atlas Chemical Industries, Inc., Wilmington, Delaware, advising that Keystone Construction Co., Inc., owe them in the amount of \$20,804.92. This appears to be in connection with the following State Highway contracts with Keystone Construction Co., Inc.:

Contract No. 5604 - Grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County - \$2,960.

Contract No. 5769 - Grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County - \$17,844.92.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper



September 8, 1961

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter, dated September 5, has been received from Atlas Chemical Industries, Inc., Wilmington, Delaware, advising that Keystone Construction Co., Inc., owe them in the amount of \$20,804.92. This appears to be in connection with the following State Highway contracts with Keystone Construction Co., Inc.:

Contract No. 5604 - Grading the Baker-Pleasant Valley
Section of the Old Oregon Trail
Highway in Baker County - \$2,960.

Contract No. 5769 - Grading and paving the Pleasant
Valley-Hill Creek Section of the
Old Oregon Trail Highway in Baker
County - \$17,844.92.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Ave.
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD

CWH:fp

RECEIVED
SEP 11 1961

FOR FILING

1-
1604

September 8, 1961

Atlas Chemical Industries, Inc.
Wilmington 99
Delaware

Gentlemen:

This is to acknowledge receipt of your claim letter of September 5 advising that Keystone Construction Co., Inc., owe you \$20,804.92 in connection with their two state highway contracts in Baker County, as follows:

✓ Contract No. 5604 - Baker-Pleasant Valley Section - \$2,960.00
Contract No. 5769 - Pleasant Valley-Hill Creek Section - \$17,844.92

The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4, furnished the performance bond on each of these contracts, which is given to assure completion of the contract and payment of all bills incurred in it.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

78



ATLAS CHEMICAL INDUSTRIES, INC.

WILMINGTON 99, DELAWARE

September 5, 1961

CERTIFIED LETTER

Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

OUR FILE C&C:CEK

RE: Keystone Construction Company, Prineville, Oregon
Oregon State Highway Commission Project No. 5604
Near Baker-Pleasant Valley Section Highway 30
Project No. 5769 Pleasant Valley-Hill Creek Sec-
tion Highway 30.

Based on information we have recently received with regard to the subject company's financial capacity, we are taking this means of informing you of their outstanding liability to us on the above mentioned projects. We intend to file against the subject's bonding company, American Insurance Company, to guarantee and protect our investment at this time.

For your information, we are attaching a statement showing the subject company's liability to us at the date of this writing. This liability is broken down according to the projects on which they are working.

Yours very truly,

J. O. LAURSEN, GENERAL CREDIT MGR.

BY: *C. E. Harrison*

jo

Attachment.



Account of Keystone Construction Company with Atlas
Chemical Industries, Inc. (Formerly Atlas Powder Co.)
as of September 5, 1961.

Project No. 5604 Baker-Pleasant Valley Section Highway 30:

2/23/61	Inv. 005730	\$1,225	
2/28/61	Inv. 006560	1,735	
3/24/61	Inv. 008110	<u>1,160</u>	\$4,120
Less: 8/30/61 Payment		<u>1,160</u>	
			<u>\$2,960</u>

Project No. 5769 Pleasant Valley-Hill Creek Section Highway 30:

3/30/61	Inv. 008360	\$1,637.50	
4/28/61	Inv. 010530	1,520.01	
4/28/61	Inv. 010700	37.55	
5/31/61	Inv. 013230	1,520.01	
5/31/61	Inv. 013250	1,475.00	
5/31/61	Inv. 013570	1,830.00	
6/21/61	Inv. 014880	3,245.00	
6/30/61	Inv. 016370	1,592.00	
7/19/61	Inv. 016830	1,544.50	
8/18/61	Inv. 020400	1,475.00	
8/18/61	Inv. 020420	1,325.00	
8/18/61	Inv. 020510	<u>643.35</u>	\$17,844.92

Total amount owing in this account for both Project 5604
and Project 5769 is----- \$20,804.92

1-24-7(1) Baker-Element (all 1000, 1962)
306 1st Oregon Trail Hwy., (Hwy. 100)
Baker, Oregon

RECEIVED
MAR 6 - 1963

FOR FILING

17 (1) 5604

March 6, 1963

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

On December 19, 1962, we wrote to you concerning release of final payments on contract #5604, awarded to Keystone Const. Co. Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County, and contract #5769, also awarded to Keystone Const. Co. Inc., for grading-paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail in Baker County.

Final payments on these two contracts, assigned to surety, are as follows:

Contract #5604 - credit to State	\$34,494.34
Contract #5769 - credit to contractor	<u>57,277.97</u>
Net payment to contractor	<u>\$22,783.63</u>

The combined total contract amounts of these two contracts is \$2,565,916.69, including the combined total of \$152,650.92 for work performed under force account.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Insurance Co.,
Cole, Clark & Cunningham, Inc.,
222 SW 4th Avenue
Portland 4, Oregon

cc: Keystone Const. Co. Inc.,
P. O. Box 55
Prineville, Oregon

cc: C. H. Maison - Attn.: John Herr

RECEIVED
MAR 11 1963

FOR FILING
The Files
5604

March 4, 1963

SHAW

B. M. French, Regional Engineer

03-00.1

Disagreement between contractor and State of Oregon on final quantities for a Federal-aid project

Mr. Van Blaricon of the Keystone Construction Company in Prineville called me today regarding a disagreement his company is having with the State regarding final quantities on a Federal-aid contract which Keystone Construction Company has with the Oregon Highway Department. I did not even ask him for identification of the project. I told Mr. Van Blaricon that the Bureau would not intercede in any disagreement the contractor might be having with the State, inasmuch as the contract is between Keystone and the State and the Bureau does not involve itself with negotiations with the contractor.

Later in the day Don McEwen, an attorney, called me on the same subject. Apparently, Mr. Van Blaricon asked McEwen to find out if the Federal Government had a requirement that all grading quantities be remeasured before we reimburse the State. I informed him that we had no such requirement and repeated what I had told Mr. Van Blaricon that the Bureau would not get into an argument between the State and one of its contractors regarding pay quantities or the necessity of remeasure.

CC: McClarty
Al Parsons

original copy to Morgan
3-11-63

NOTED
LLOYD P. SHAW

RECEIVED
MAR 4 - 1963

FOR FILING

IN (1) - 6
5604

March 4, 1963

Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Bldg.
Portland 4, Oregon

Dear Mr. Porter:

Enclosed are copies of final voucher on the Baker-
Pleasant Valley Section and Pleasant Valley-Hill Creek Section,
of the Old Oregon Trail Highway, Contracts 5604 and 5769.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb

RECEIVED
FEB 6 - 1963

FOR FILING

5614

February 5, 1963

Concrete Conduit Company
Division of Martin Marietta Corp.
3841 N. Columbia Boulevard
Portland 17, Oregon

Attention: Mr. Jon W. Harford
Plant Manager

Gentlemen:

As requested in the affidavit attached to your letter of January 30, 1963, addressed to Mr. C. H. Maison, Auditor, enclosed is a copy of Contract No. 5604 and a copy of the bond furnished with this contract by the contractor, Keystone Construction Company, Inc. This project covers grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM

Encl.

CWH:jmc

CONCRETE CONDUIT COMPANY
A CONSTRUCTION MATERIALS DIVISION OF
MARTIN MARIETTA CORPORATION



3841 N. Columbia Blvd.,
Portland 17,
Oregon
Telephone 285-9221
Code 503

January 30, 1963

Mr. C. H. Maison, Auditor of the
State of Highway Commission
State Highway Building
Salem, Oregon

Re: Contract No. 5604, Keystone Construction
Company, Inc.

Dear Sir:

This company has already filed a Notice of Claim under the above contract, covering its claim for \$14,633.88 for materials supplied to Keystone Construction Company, Inc. for the prosecution of the work covered by the contract.

Pursuant to ORS 279.512, we now make application for a copy of the above contract, and for a copy of the bond furnished by Keystone Construction Company, Inc. in connection therewith. We understand that the surety on this bond was the American Insurance Company.

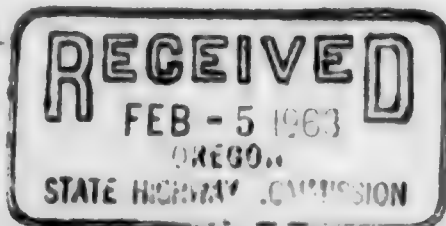
Enclosed herewith is an affidavit in support of this application, as required by ORS 279.515.

Very truly yours,

CONCRETE CONDUIT COMPANY
DIVISION OF
MARTIN MARIETTA CORPORATION

John W. Harford
John W. Harford
Plant Manager

JWH:sl



REFERRED TO
[Signature]
C. W. HEAD

Acceptance copy

NOTED
C. W. HEAD

AFFIDAVIT

STATE OF OREGON)
County of Multnomah) ss.

I, JON W. HARFORD, being first duly sworn, on oath, depose and say:

I am the Plant Manager of Concrete Conduit Company, Division of Martin Marietta Corporation, said plant being located at 3841 N. Columbia Blvd., Portland 17, Oregon, and I have personal knowledge of its records of the sales of the materials mentioned below.

Said Concrete Conduit Company, Division of Martin Marietta Corporation, has a claim for materials supplied to Keystone Construction Company, Inc., for the prosecution of the work provided in the State Highway Commission Contract No. 5604 (for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County). Said claim is in the sum of \$14,633.88. I make this affidavit pursuant to ORS 279.515, in support of the application of Concrete Conduit Company, Division of Martin Marietta Corporation, for a copy of said Contract No. 5604, and for a copy of the bond furnished by Keystone Construction Company, Inc. in connection therewith.

Dated this FIRST day of FEBRUARY, 1963.

Jon W. Harford
JON W HARFORD

Subscribed and sworn to before me this 1st day of
FEBRUARY, 1963.

Robert Kelley
Notary Public for Oregon
My commission expires Jan 7, 1967



RECEIVED
FEB 4 - 1963

FOR FILING

5604

January 30, 1963

Maguire, Shields, Morrison, Bailey & Kester
Attorneys at Law
723 Pittock Block
Portland 5, Oregon

Attention: Mr. Jack H. Dunn

Gentlemen:

Attached to your letter of January 29, 1963, was an assignment form whereby Keystone Construction Company, Inc. assigns to the American Insurance Company all future payments on State Highway Contracts Nos. 5604 and 5769, awarded to Keystone Construction Company, Inc.

The assignment form has been checked in our Legal Division and has been found acceptable; therefore, we will ask our Auditor, Mr. C. H. Maison, to forward future payments on these two contracts according to the terms of the assignment.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Keystone Construction Company, Inc.
635 North Main Street, P. O. Box 55
Prineville, Oregon

American Insurance Company
Mr. E. Curtin, Claims Supervisor
1220 S. W. Columbia
Portland 1, Oregon

Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

C. H. Maison
Alan Johansen

NOTED ON CARD
AC

ROBERT F. MAGUIRE
ROY F. SHIELDS
WILLIAM H. MORRISON
RALPH R. BAILEY
RANDALL B. KESTER
JAMES G. SMITH
HOWARD K. BEEBE
WALTER J. COSGRAVE
NATHAN L. COHEN
JACK H. DUNN
FRANK E. MAGEE
ROBERT R. CARNEY
THOMAS E. COONEY
WINFRID KARL LIEPE
RICHARD A. VAN HOOMISSEN
THOMAS S. MOORE

MAGUIRE, SHIELDS, MORRISON, BAILEY & KESTER
ATTORNEYS AT LAW
723 PITTOCK BLOCK
PORTLAND 5, OREGON
CAPITOL 7-2621

January 29, 1963

State Highway Commission
Salem, Oregon

Re: Contracts No. 5604 and 5769 covering
construction of Baker-Pleasant Valley
section of the Old Oregon Trail
(Keystone Construction Company, Inc.)

Gentlemen:

As you may or may not know, the American Insurance Company has been required to pay certain accounts incurred by the Keystone Construction Company, Inc. in the performance of Keystone Construction Company, Inc.'s contracts with the State Highway Commission for the construction of a portion of the Baker-Pleasant Valley Section of the Old Oregon Trail, being contracts No. 5604 and No. 5769.

In view of this situation, Keystone Construction Company, Inc. has assigned to the American Insurance Company any contract balances or retainages due Keystone arising out of the aforementioned contracts.

For your information, I am enclosing executed copy of such assignment and would appreciate your acknowledging receipt of such assignment and making any payments which may become due under such contracts direct to the American Insurance Company.

Very truly yours,

MAGUIRE, SHIELDS, MORRISON, BAILEY & KESTER

Jack H. Dunn
Jack H. Dunn

JHD:jt
Enclosure
cc: American Insurance Company
1220 S. W. Columbia
Portland, Oregon

*Copy to Frank McKinney
asking if assignment
is acceptable.*

ASSIGNMENT

WHEREAS, the Keystone Construction Company, Inc., an Oregon corporation, (herein referred to as "Keystone") did on the 10th day of March, 1960 enter into a contract with the State of Oregon, by and through its State Highway Commission, for the grading of a portion of a highway in Baker County, Oregon, known as the Baker-Pleasant Valley Section of the Old Oregon Trail, said contract being No. 5604, and thereafter on the 18th day of August, 1960 entered into a contract with the State of Oregon, by and through its State Highway Commission, for the grading and paving of a portion of said highway in Baker County, Oregon, known as the Baker-Pleasant Valley Section of the Old Oregon Trail, said contract being No. 5769; and

WHEREAS, The American Insurance Company, a New Jersey corporation, did on the 29th day of March, 1960 execute as surety a bond in the principal sum of \$1,560,015.50 for and on behalf of Keystone as principal to secure Keystone's compliance with the terms of the aforesaid contract No. 5604, and did on the 18th day of August, 1960 execute as surety a bond in the principal sum of \$1,153,851.00 for and on behalf of Keystone as principal to secure Keystone's compliance with the terms of the aforesaid contract No. 5769; and

WHEREAS, The American Insurance Company, as surety under the terms of the aforementioned bonds, has agreed to pay certain obligations incurred by Keystone in the performance of such contracts totalling in the aggregate approximately \$211,000.00.

NOW, THEREFORE, Keystone for valuable consideration to it paid by The American Insurance Company, receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto The American Insurance Company any and all contract balances, contract retainages and any and all other moneys due or to become due Keystone from the State of Oregon pursuant to the terms of the aforementioned State Highway Commission contracts Nos. 5604 and 5769, and does hereby authorize and empower The American Insurance Company, in its name, place and stead, to accept and receipt for such moneys and to adjust, settle and compromise any claims or disputes which may exist or arise between Keystone and the State Highway Commission in connection with said contracts or Keystone's performance of the same, and in connection with the adjustment,

settlement and compromise of any such claims or disputes to execute for and on behalf of Keystone and in its name, place and stead any releases, settlement or compromise agreements or other documents which may be required by the State Highway Commission as a condition to the payment of any such moneys due to Keystone under the terms of the aforementioned contracts.

IN WITNESS WHEREOF, Keystone Construction Company, Inc. has caused these presents to be executed by its officers pursuant to authority of its Board of Directors this 24th day of January, 1963.

KEYSTONE CONSTRUCTION COMPANY, INC.

By John Hudspeth
Its President

By Ron Hudspeth
Its Secretary

STATE OF OREGON)
County of Creek) ss.

On this 24th day of January, 1963, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named John Hudspeth AND Ron Hudspeth both to me personally known, who being duly sworn, did say that he the said John Hudspeth is the President, and he the said Ron Hudspeth is the Secretary of KEYSTONE CONSTRUCTION COMPANY, INC., the within named corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and John Hudspeth and Ron Hudspeth acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Wayne X. Gustaf
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3/3/62

RECEIVED
JAN 28 1963

FOR FILING

SON-7 (1) 306

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon

January 24, 1963

To:

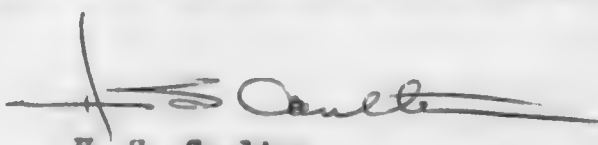
SUBJECT: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract 5604, Prefix 601-1040

MEMO to the FILES:

On January 11, 1963, Mr. Otis Van Blaricom of Keystone Construction Company, stopped in this office questioning the reduction of some 310,000 cubic yards between the last two estimates on the subject section, stating that Keystone Construction Company wanted a recheck on earthwork remeasure throughout the entire project. I forwarded to Keystone Construction Company by mail on January 14, a rough comparison between the quantities as shown on the plans and as submitted in the semi-final estimate, asking for areas on which they were not willing to accept our remeasure, thinking that it would not be necessary to re-remeasure the entire project.

On January 17, Mr. Van Blaricom contacted this office by telephone stating that they would like to review our remeasure computations throughout the entire project and, following this review, there might be specific areas on which they might like a check made on our computations. This review over all earthwork computations will be made at an early time in our Baker office. Indications are that this review may take place some time during the week of February 4. Results of this review and any requests for remeasure checks will be forwarded when available.

Keystone Construction Company was advised that a filing of a formal protest could be delayed pending results of the review mentioned above.


H. S. Coulter
Assistant Division Engineer

HSC:lf

cc: P. D. Morgan
L. P. Shaw ✓
R. R. Cameron

NOTED
LLOYD P. SHAW

RECEIVED
JAN 25 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JAN 28 1963

FOR FILING

I-1040-1-80N-7 (1) 306
5604

January 24, 1963

Mr. Otis Van Blaricom
Keystone Construction Co., Inc.
Post Office Box 55
Prineville, Oregon

Re: Jobs 601-1040-1-80N-7 (1) 306 Job 5604
601-1045-1-80N-7 (8) 316 Job 5769

Dear Mr. Van Blaricom:

This acknowledges your letter of January 13 in which you state there is error in the survey and computations of the subject projects. You state you are making a request for further consideration under Article 1.9 6, Standard Specifications. This paragraph covers work which in the opinion of the contractor entitles him, or will entitle him, to compensation additional to that which he would receive at prices and on the basis of payment specifically set forth in the contract and in previously issued extra work orders or price agreements.

The tone of your letter leads me to believe that the discrepancies you feel exist are not in extra items, but on contract bid items which you feel have been erroneously measured or computed. We will cooperate on making a check of items where discrepancies of a substantial nature are shown. We are not, however, prepared to resurvey the project without evidence that the original work is in error. Mr. H. S. Coulter, Assistant Division Engineer, will give your calculations and data full consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

cc Forrest Cooper
H. S. Coulter

Shaw
See me on this



GENERAL CONTRACTORS
January 18, 1963

Oregon State Highway Commission
Salem 10, Oregon

Gentlemen: Attention Mr. Forrest Cooper

Re: Jobs 601-1040-1-80N-7 (1) 306 Job 5604
601-1045-1-80N-7 (8) 316 Job 5769

This is to advise that I talked to your Mr. H. S. Coulter at La Grande, Oregon on January 11, 1963 regarding the above jobs regarding the general excavation, as we feel that there has been some error in computations.

Mr. H. S. Coulter acknowledged my meeting with him on January 11, 1963 by letter dated January 14, 1963.

Yesterday he informed me by phone that the records would be returned to Baker, Oregon by January 23, 1963 and that we could start checking same on job 5604.

After discussing this matter with our engineer and Mr. John Hudspeth our President last night, we feel that it will necessary to retake a cross section of both jobs and we will have our engineer work right along with your crew.

Therefore under Article 1.9 6 of contract provisions we hereby request that you assign your men along with ours, so that we may go over the job regarding items that do not satisfy us per your semi-final voucher payment schedule.

Porter
I will be in Baker, Oregon on January 23, 1963 to take this matter up with your Mr. Cameron, and start going over your computations on Job 5604.

Your prompt cooperation will be appreciated.

Yours truly,

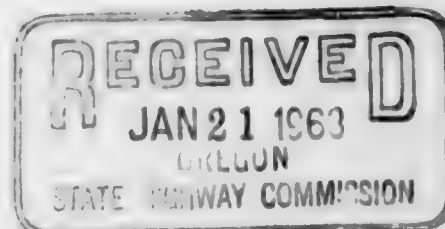
Otis Van Blaricom

Otis Van Blaricom

Registered mail-return receipt requested.

NOTED
R. L. PORTER

NOTED
LLOYD P. SHAW



RECEIVED
JAN 18 1963

FOR FILING

5604

January 18, 1963

Concrete Conduit Division of
Martin Marietta Corporation
3841 N. Columbia Boulevard
Portland 17, Oregon

Attention: Mr. Harford

Gentlemen:

As requested in your telephone conversation with my secretary this morning, attached are photo copies of letters, dated February 2, 1962, concerning the filing of the claim of Concrete Conduit Division in the amount of \$14,633.88 against State Highway Contract No. 5604. Also enclosed is a copy of a letter written to the surety advising them of your claim.

You inquired in your telephone conversation whether the filing of your claim prior to the completion and acceptance dates of this contract fully protects it under the law. The answer is yes, your claim is fully protected and there is no need to refile it. For your ready reference attached is a copy of the excerpts from the Oregon Laws relating to the filing of claims.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encls.

RECEIVED
JAN 17 1963

FOR FILING

5604

January 16, 1963

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$91,817.33 plus interest which has been filed with the Secretary of State by Grant, Fuchs, Rose & Daron, attorneys, in behalf of Cartwright Construction Construction Company for equipment, labor and services, etc., furnished to the Keystone Construction Company.

This appears to be in connection with the Keystone Construction Company Inc. Contracts Nos. 5604 and 5769 in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

cc: Keystone Const. Co. Inc.
P. O. Box 55
Prineville, Oregon

Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

G. L. Jackson
D. B. Simpson

CWH:jmc

NOTED
[Signature]



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10
January 14, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from A. S. Grant, c/o Grant, Fuchs, Rose & Daron, 1928 Court Street, Baker, Oregon, attorneys, and filed as of this date, a notice of claim by Cartwright Construction Company, a partnership consisting of J. L. Cartwright and R. A. Cartwright for machinery and equipment rental, work, labor and services performed and materials furnished and supplied by said partnership between the 1st. day of July, 1960 and the 1st. day of August, 1961, in the sum of \$91,817.33 together with interest thereon at the rate of 6 per cent per annum from the date that payment was due on the various items furnished during said period, until paid, against the bonds taken from Keystone Construction Company, principal and American Insurance Company, surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under contract No. 5604 and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under contract No. 5769, for the Oregon State Highway Department.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geoff Stephens*
Public Records Section

GS:FK
Enc.

NOTED ON CARD
Jmc

NOTED
FLOYD QUERY



NOTICE OF CLAIM

TO: THE STATE HIGHWAY COMMISSION, State Highway Building, Salem, Oregon; C. H. MAISON, Auditor State Highway Commission, State Highway Building, Salem, Oregon; HOWELL APPLING, JR., Secretary of State, State Capitol, Salem, Oregon.

NOTICE IS HEREBY GIVEN, that the Cartwright Construction Company, a partnership consisting of J. L. Cartwright and R. A. Cartwright, has a claim for machinery and equipment rental, work, labor and services performed and materials furnished and supplied by said partnership between the 1st. day of July, 1960, and the 1st. day of August, 1961, in the sum of \$91,317.33, together with interest thereon at the rate of 6 per cent per annum from the date that payment was due on the various items furnished during said period, until paid, against the bonds taken from Keystone Construction Company, as principal, and American Insurance Company, as surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 3604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under Contract No. 5769, for the Oregon State Highway Department.

The items upon which the above mentioned sum is claimed are as follows:

Balance due and unpaid for crushed rock material of varying sizes and aggregate	\$ 42,486.33
Rental for one Caterpillar No. 12 motor grader for 13 months at \$1061.00 per month	13,403.00
Rental charge on rock crushing plant on account of time lost through fault of Keystone Construction Company	25,400.00
Grading and preparing stockpile site	5,000.00
D3 caterpillar and dozer rental	4,126.00
Rental for one 3/4 yard power shovel	1,402.00

Total ----- \$ 91,317.33

This notice is given pursuant to ORS., Chapter 279.

DATED this 10th day of January, 1963.

CARTWRIGHT CONSTRUCTION COMPANY,

By J. L. Cartwright

By R. A. Cartwright

File # 3992
FILED

JAN 14 1963
HOWELL APPLING, JR.
SECRETARY OF STATE

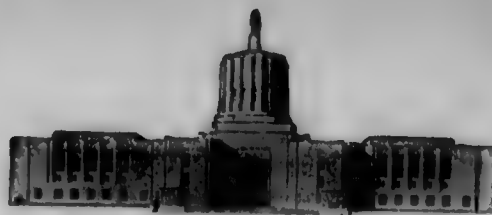
RECEIVED
JAN 14 1963
HOWELL APPLING, JR.

FORM E-122E 1000
RECEIVED
JAN 16 1963

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH L. WASSON
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

5604



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

January 16, 1963

Grant, Fuchs, Rose & Daron
1928 Court Street
Baker, Oregon

Attention: A. S. Grant

Gentlemen:

The claim of Cartwright Construction Company against Keystone Construction Company in the amount of \$91,817.33 in connection with State Highway Contracts Nos. 5604 and 5769 has been filed with the American Insurance Company, surety for the prime contractor.

3543.8 cubic yards of excess paving aggregates was purchased by the State Highway Department at 1.25 per cubic yard.

Very truly yours,

C. H. Maison
Auditor

CHM:jc

cc: Floyd Query ✓

NOTED
FLOYD QUERY

NOTED
C. H. HEAD

RECEIVED
JAN 17 1963

FOR FILING

5664

January 16, 1963

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of an amended claim in the amount of \$60,069.19 plus interest which has been filed with the Secretary of State by Grant, Fuchs, Rose & Daron, Attorneys, on behalf of Legeson Sand & Gravel, Baker, for machine rental, equipment provided, and miscellaneous work furnished to Keystone Construction Company.

This appears to be in reference to the Keystone Construction Company Inc. Contracts 5604 and 5769 in Baker County.

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

CWH:jmc

Secretary
OREGON STATE HIGHWAY COMM.

cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co. Inc.
P. O. Box 55
Prineville, Oregon

G. L. Jackson
D. B. Simpson

NOTED ON CARD
Jmc



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

January 14, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Gene C. Rose, c/o Grant, Fuchs, Rose & Daron, 1928 Court Street, Baker, Oregon, attorneys and filed as of this date, an amended notice of claim by Logsdon San & Gravel for machine rental, equipment furnished, miscellaneous work, labor and services performed and materials and supplies furnished between March 31st, 1960 and August 23rd, 1962 in the sum of \$60,069.19, together with interest thereon at the rate of 6% per annum from the date that a payment was due on the various items furnished during said period until paid, against the bond taken from Keystone Construction Company, principal and American Insurance Company, surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under contract no. 5604 and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under contract No. 5769 for the Oregon State Highway Department.

We are enclosing three copies of the amended claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo. C. Stephens*
Public Records Section

GS:FK
Enc.

NOTED ON CARD

J. C.



NOTED
FLOYD QUERY

Enc. please reply 76

AMENDED NOTICE OF CLAIM

TO: MR. FLOYD QUERY, Secretary, Oregon State Highway Department,
Oregon State Highway Department,
Salem 10, Oregon.

TO: HON. HOWELL APPLING, Secretary of State,
Salem, Oregon.

TO: C. H. MAISON, Auditor, State Highway Commission
State Highway Building,
Salem, Oregon.

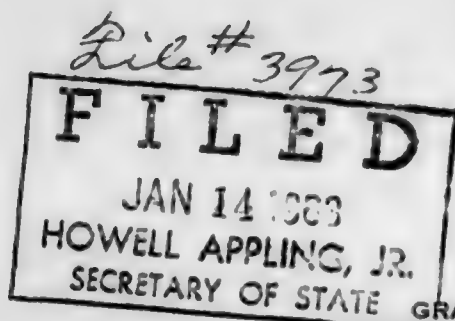
NOTICE IS HEREBY GIVEN: That the undersigned, Aaron Logsdon, doing business as Logsdon Sand & Gravel, has a claim for machine rental, equipment furnished, miscellaneous work, labor and services performed and materials and supplies furnished between March 31st., 1960 and August 23rd., 1962, in the sum of \$60,069.19, together with interest thereon at the rate of 6% per annum from the date that payment was due on the various items furnished during said period until paid, against the bond taken from Keystone Construction Company, as Principal, and American Insurance Company, as Surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under contract No. 5769, for the Oregon State Highway Department.

This notice is given pursuant to ORS., Chapter 279, and is an amendment of an original notice of claim dated October 11th, 1962, and filed October 15th, 1962.

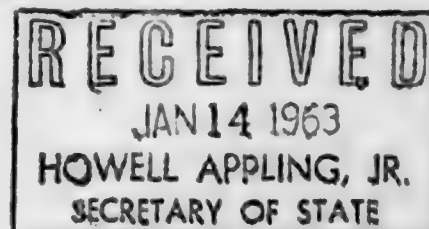
DATED this 10th day of January, 1963.

LOGSDON SAND & GRAVEL,

By Aaron Logsdon
2990 College
Baker, Oregon.



GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET
BAKER, OREGON



RECEIVED
JAN 14 1963

FOR FILING

GRANT, FUCHS, ROSE & DARON

LAW OFFICES

1928 COURT STREET

A. S. GRANT
ARMAND H. FUCHS
GENE C. ROSE
HAROLD M. DARON

BAKER, OREGON

Jan. 10th, 1963

State Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

We enclose herewith notice of claim against the bonds taken from Keystone Construction Company, as principal, and American Insurance Company, as surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under Contract No. 5769.

This notice is being mailed to you pursuant to the provisions of Chapter 279, Oregon Revised Statutes. Will you please file this claim in your office.

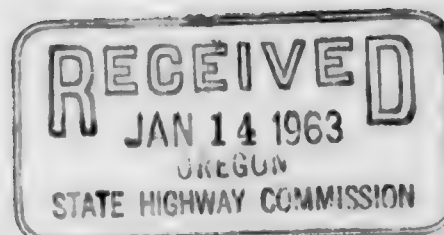
Very truly yours,

A. S. Grant

ASG-m
Enc.

*Ccc. please reply
76*

NOTED
FLOYD QUERY



NOTED
C. W. HEAD

NOTICE OF CLAIM

TO: THE STATE HIGHWAY COMMISSION, State Highway Building, Salem, Oregon; C. H. MAISON, Auditor State Highway Commission, State Highway Building, Salem, Oregon; HOWELL APPLING, JR., Secretary of State, State Capitol, Salem, Oregon.

NOTICE IS HEREBY GIVEN, that the Cartwright Construction Company, a partnership consisting of J. L. Cartwright and R. A. Cartwright, has a claim for machinery and equipment rental, work, labor and services performed and materials furnished and supplied by said partnership between the 1st. day of July, 1960, and the 1st. day of August, 1961, in the sum of \$91,817.33, together with interest thereon at the rate of 6 per cent per annum from the date that payment was due on the various items furnished during said period, until paid, against the bonds taken from Keystone Construction Company, as principal, and American Insurance Company, as surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under Contract No. 5769, for the Oregon State Highway Department.

The items upon which the above mentioned sum is claimed are as follows:

Balance due and unpaid for crushed rock material of varying sizes and aggregate	\$ 42,486.33
Rental for one Caterpillar No. 12 motor grader for 13 months at \$1061.00 per month	13,403.00
Rental charge on rock crushing plant on account of time lost through fault of Keystone Construction Company	25,400.00
Grading and preparing stockpile site	5,000.00
D8 caterpillar and dozer rental	4,126.00
Rental for one 3/4 yard power shovel	1,402.00

Total ----- \$ 91,817.33

This notice is given pursuant to ORS., Chapter 279.

DATED this 10th day of January, 1963.

CARTWRIGHT CONSTRUCTION COMPANY,

By J. L. Cartwright

By R. A. Cartwright



GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET
BAKER, OREGON

RECEIVED
JAN 17 1963

FOR FILING

5604

January 16, 1963

Grant, Fuchs, Rose & Daron
Law Offices
1928 Court Street
Baker, Oregon

Attention: Mr. Gene C. Rose

Gentlemen:

This is to acknowledge receipt of your letter and attached amended notice of claim of your client, Logadon Sand & Gravel, in the amount of \$60,069.19 plus interest for machine rental and miscellaneous work furnished to Keystone Construction Company.

This appears to be in reference to the Keystone Construction Company Inc. Contracts Nos. 5604 and 5769 in Baker County.

The Secretary of State has informed us that your client's claim was filed in his office on January 14, 1963, and was assigned File No. 3973. This information is being noted in our records and we will advise the surety and contractor of the filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM

CWH:jmc

GRANT, FUCHS, ROSE & DARON

LAW OFFICES

1928 COURT STREET

A. S. GRANT
ARMAND H. FUCHS
GENE C. ROSE
HAROLD M. DARON

BAKER, OREGON

Jan. 8th, 1963

✓ Mr. Floyd Query, Secretary
Oregon State Highway Department
Salem 10, Oregon

Hon. Howell Appling,
Secretary of State
Salem, Oregon

Mr. C. H. Maison, Auditor
Oregon State Highway Commission
State Highway Building
Salem, Oregon.

Re: Logsdon Sand & Gravel.

Gentlemen:

Enclosed please find an amended notice of claim
filed pursuant to the provisions of ORS., Chapter 279,
against Keystone Construction Company and the American
Insurance Company, as surety.

We would appreciate acknowledgment of receipt of
these amended notices of claim.

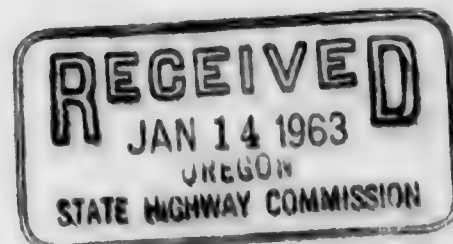
Very truly yours,

Gene C. Rose

GCR-m
Enc.

*cc
please handle
B*

NOTED
FLOYD QUERY



NOTED
C. W. HEAD

AMENDED NOTICE OF CLAIM

TO: MR. FLOYD QUERY, Secretary, Oregon State Highway Department,
Oregon State Highway Department,
Salem 10, Oregon.

TO: HON. HOWELL APPLING, Secretary of State,
Salem, Oregon.

TO: C. H. MAISON, Auditor, State Highway Commission
State Highway Building,
Salem, Oregon.

NOTICE IS HEREBY GIVEN: That the undersigned, Aaron Logsdon, doing business as Logsdon Sand & Gravel, has a claim for machine rental, equipment furnished, miscellaneous work, labor and services performed and materials and supplies furnished between March 31st., 1960 and August 23rd., 1962, in the sum of \$60,069.19, together with interest thereon at the rate of 6% per annum from the date that payment was due on the various items furnished during said period until paid, against the bond taken from Keystone Construction Company, as Principal, and American Insurance Company, as Surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under contract No. 5769, for the Oregon State Highway Department.

This notice is given pursuant to ORS., Chapter 279, and is an amendment of an original notice of claim dated October 11th, 1962, and filed October 15th, 1962.

DATED this 10th day of January, 1963.

LOGSDON SAND & GRAVEL,

By Aaron Logsdon
2990 College
Baker, Oregon.

GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET
BAKER, OREGON



RECEIVED
JAN 18 1963

FOR FILING

GRANT, FUCHS, ROSE & DARON
LAW OFFICES
1928 COURT STREET

7-80	A. S. GRANT ARMAND A. FUCHS GENE C. ROSE HAROLD M. DARON
5604	

BAKER, OREGON

Jan. 10th, 1963

Mr. C. H. Maison, Auditor
State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Maison:

Claim.

Hand to
handle

We enclose herewith notice of claim against the bonds taken from Keystone Construction Company, as principal, and American Insurance Company, as surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under Contract No. 5769.

This notice is being mailed to you pursuant to the provisions of Chapter 279, Oregon Revised Statutes. Please file.

We are informed that 3543.8 cubic yards of excess asphalt concrete aggregates were purchased by the State Highway Department from the Keystone Construction Company upon completion of the above contracts. We assume that the Highway Commission is withholding from the contractor a sufficient amount to pay the Cartwright Construction Company for this. The Keystone Construction Company has not paid the Cartwright Construction Company for this aggregate and it would appear as though the aggregates therefore actually belonged to the Cartwright Construction Company at the time of the purchase.

We would also like to be advised as to the amount which was to be paid by the Highway Department for these aggregates.

Very truly yours,

ASG-m
Enc.

A. S. Grant

cc, please handle filing of claim

Orig to Maison

NOTICE OF CLAIM

TO: THE STATE HIGHWAY COMMISSION, State Highway Building, Salem, Oregon; C. H. MAISON, Auditor State Highway Commission; State Highway Building, Salem, Oregon; HOWELL APPLING, JR., Secretary of State, State Capitol, Salem, Oregon.

NOTICE IS HEREBY GIVEN, that the Cartwright Construction Company, a partnership consisting of J. L. Cartwright and R. A. Cartwright, has a claim for machinery and equipment rental, work, labor and services performed and materials furnished and supplied by said partnership between the 1st. day of July, 1960, and the 1st. day of August, 1961, in the sum of \$91,817.33, together with interest thereon at the rate of 6 per cent per annum from the date that payment was due on the various items furnished during said period, until paid, against the bonds taken from Keystone Construction Company, as principal, and American Insurance Company, as surety, for the work of grading what is known as the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, under Contract No. 5604, and for the work of grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway, under Contract No. 5769, for the Oregon State Highway Department.

The items upon which the above mentioned sum is claimed are as follows:

Balance due and unpaid for crushed rock material of varying sizes and aggregate	\$ 42,486.33
Rental for one Caterpillar No. 12 motor grader for 13 months at \$1061.00 per month	13,403.00
Rental charge on rock crushing plant on account of time lost through fault of Keystone Construction Company	25,400.00
Grading and preparing stockpile site	5,000.00
D8 caterpillar and dozer rental	4,126.00
Rental for one 3/4 yard power shovel	1,402.00

Total ----- \$ 91,817.33

This notice is given pursuant to ORS., Chapter 279.

DATED this 10th day of January, 1963.

CARTWRIGHT CONSTRUCTION COMPANY,

By

J. L. Cartwright

By

R. A. Cartwright

RECEIVED
JAN 9 1963

FOR FILING

5664

January 8, 1963

Mr. Clarence D. Porter
Falling Building
Portland, Oregon

Dear Mr. Porter:

In compliance with your recent request, we are attaching a list of claims which we have received to date covering the Keystone Construction Company, Inc. Contracts Nos. 5604 and 5769.

Also enclosed is a copy of the Highway Department's "Standard Specifications for Highway Construction".

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

Encls.

CWH:jmc

RECEIVED
DEC 19 1962

FOR FILING

1-11-70
5604

December 19, 1962

American Insurance Co.,
McLaughlin Bldg.,
1220 SW Columbia
Portland 1, Oregon

Gentlemen:

Contract #5604 awarded to Keystone Const. Co. Inc., for grading the Baker-Pleasant Valley Section on the Old Oregon Trail in Baker County, was completed August 28, 1962, and was accepted by the Highway Commission on December 13, 1962.

Final payment will be released to the contractor, c/o the surety company in Portland, as soon as payment processing can be completed, but in no event before December 27, 1962.

You have previously been notified of claims filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc:

American Insurance Co.,
Cole, Clark & Cunningham, Inc.,
222 SW 4th Avenue
Portland 4, Oregon

cc: Keystone Const. Co. Inc.,
P. O. Box 55
Prineville, Oregon

cc: L. H. Young
C. H. Maison

RECEIVED
DEC 17 1962

FOR FILING

5604

December 14, 1962

Oregon State Highway Commission

Gentlemen:

Work was completed August 28 on Contract 5604. The contract was with Keystone Construction Co., Inc., and was for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

As the contractor has completed all work according to specifications, I recommend that you accept the project effective December 13, 1962, and that you concur in this procedure at the Commission meeting on December 20.

It is assumed that if you have no objections to this action, and you do not advise me to the contrary, I may consider the matter has your approval.

Very truly yours,

G. S. Paxson
Acting State Highway Engineer

cc Floyd Query
G. S. Paxson
R. L. Porter
Lloyd P. Slaw
Victor D. Wolfe
L. H. Young
F. D. Morgan
C. H. Maison

RLP:ajw bbc

RECEIVED
DEC 17 1962

FOR FILING

Salem, Oregon
December 14, 1962

MEMO TO FILES

Baker-Florent Valley
Contract No. 5604

Florent Valley-Hill Creek
Contract No. 5769

It came to my attention this date that due to adjustment of quantities on the semi-final estimate and an increase in contractors costs for railroad flagging and inspection, that the contractor on the Baker-Florent Valley grading job, Keystone Construction Company, has been overpaid in the approximate amount of \$33,000.00. Issuance of the final estimate on this job will therefore involve the contractor paying this sum to the State.

The same contractor also had the Florent Valley-Hill Creek Section on Interstate 50N and this job is in the process of being finalled. Present indications are that the final payment will be in the approximate amount of \$59,000.00. This matter was discussed with Mr. Porter and Mr. Rohde this date and it was decided that the two jobs would be finalled out simultaneously. It was the unanimous opinion that the amount owing the State from Contract No. 5604 should be deducted from the sum owing the contractor on Contract No. 5769.

Mr. Rohde is looking into the legal aspects of the matter and will advise us as to the exact procedure.

L. M. Young
Office Engineer

LHY:mb

cc: R. L. Porter
George Rohde
J. H. Nelson
P. Morgan
D. B. Parker

RECEIVED
NOV 30 1962

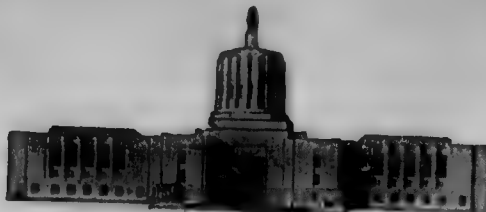
COMMISSIONERS
FOR FILING
GLENN JACKSON, CHAIRMAN
MEDFORD

KENNETH N. FRIDLEY, MEMBER
WASCO

DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

7(1) 206
2604



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

November 30, 1962

Mr. Clarence S. Porter
1221 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

Our records indicate that State Highway contracts 5604, Baker-Pleasant Valley Section and 5769, Pleasant Valley-Hill Creek Section, are now ready for acceptance by the Highway Commission.

It is anticipated the request for acceptance will be presented December 5th or 6th, 1962.

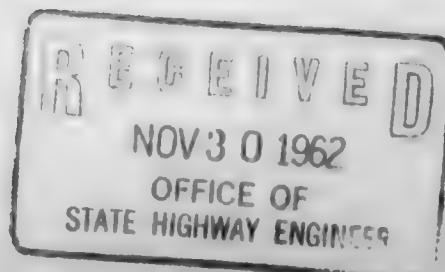
Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

cc: R. L. Porter



RECEIVED
NOV 30 1962

FOR FILING

5604

Salem, Oregon
November 30, 1962

Mr. F. D. Morgan
Construction Engineer

OFFICE

This is to advise you that work was completed on August 28, 1962, on Contract No. 5604, Baker-Pleasant Valley Section in Baker County.

We request that your office return a signed copy of this letter listing any conditions below which would prevent acceptance of the project by the Highway Commission. It was inspected and accepted by the HPC September 4, 1962.

L. H. Young
Office Engineer

Construction Division
Office Memorandum

Date: _____

Conditions noted on above date:

Construction Engineer

DEP:mb

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 3, 1962

Section Baker - Pleasant Valley Kind of work Grading
 Highway Old Oregon Trail County Baker Section prefix 601-1040
 Contractor Keystone Construction Co., Inc. Contract number 5604
 Date of contract March 10, 1960 Specified work days 238
 Date work started March 29, 1960 Work days used 355
 Project authorization \$1,917,040.05 Per cent of time elapsed 149 %
 Exclusive of engineering \$1,788,717.50
 Estimated cost of completed project, exclusive of engineering \$1,817,735.92
 Estimated per cent overrun ~~percentage~~ 1.79 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$136,040.05
 Engineering cost to date \$34,025.80, 98.5 % Date project was completed August 28, 1962

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100			

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

California - Pacific Utilities Company crews moved poles from the right of way right of centerline sta. 227 and sta. 233+ this week.

The semi-final estimate was completed and taken to the Division Office on Friday, November 2, 1962

This is the final weekly report for this project.

NOTED
G. S. PALMER

NOTED
FORREST COOPER

NOTED
R. L. PORTER

NOV 8 1962

M B P f CB

Signed R. R. Cameron
 R. R. Cameron
 Address P.O. Box 269 Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.
 State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	9.99				
Miles partially completed					
Miles completed	9.99				
Total estimated quantities (contract)	3,863,400				
Total quantities corrected to date	3,522,842				
Estimated quantities moved or placed to date	3,522,842				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday	FAIR		
Wednesday	ALL		
Thursday	WEEK		
Friday			
Saturday			

RECEIVED
OCT 30 1962

FOR FILING

5604

October 29, 1962

Admiral Alloy Steel Corporation of Texas
P. O. Box 9056
Dallas 15, Texas

Gentlemen:

This is to acknowledge receipt of your Notice of Claim dated October 23, with enclosures, in the amount of \$1,861.68 for material furnished to Keystone Construction Company, Inc.

The notice states this is in reference to the Keystone Construction Company, Inc., Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

So that there will be no misinterpretation of the law, your claim is being forwarded to the Secretary of State for filing.

This information will be noted in our records, and we will advise the surety and the contractor of this filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH: fkn

NOTED ON CARD

fkn

10-29-62

RECEIVED
NOV 1 1962

COMMISSIONERS
FOR JEFFERSON
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM

I N 7 (1) 304
5604



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 29, 1962

FORREST COOPER
STATE HIGHWAY ENGINEER
G. S. PAXSON
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

*Please note on
card
C.H.*

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a Notice of Claim, with enclosures, for filing dated October 23, 1962, in the amount of \$1,861.68 received from Admiral Alloy Steel Corporation of Texas for material furnished to Keystone Construction Company, Inc.

This appears to be in connection with the Keystone Construction Company, Inc., Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

fkv
10-31-62

Encl.

File #3976
FILED
OCT 30 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 31 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 30 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

October 29, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a Notice of Claim, with enclosures, for filing dated October 23, 1962, in the amount of \$1,861.68 received from Admiral Alloy Steel Corporation of Texas for material furnished to Keystone Construction Company, Inc.

This appears to be in connection with the Keystone Construction Company, Inc., Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

CWH: fkn

October 29, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A Notice of Claim dated October 23, 1962, has been received from Admiral Alloy Steel Corporation of Texas, Dallas, Texas, advising that the Keystone Construction Company, Inc., owes them for materials furnished in the amount of \$1,861.68.

This appears to be in connection with the Keystone Construction Company, Inc., Contract No. 5604, for grading on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We have forwarded this claim to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

cc: Cole, Clark & Cunningham, Inc. Commissioners
222 SW 4th Avenue
Portland 4, Oregon

Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

CWH:fkf



Whitehall 8-7101

Teletype DL-102

2802 RECTOR STREET • P. O. BOX 9056 • DALLAS 15, TEXAS

OCTOBER 23, 1962

STATE OF OREGON
STATE HIGHWAY COMMISSION
SALEM 10, OREGON

ATT: MR. FLOYD QUERRY, SECTY. CONTRACT NO. 5604

DEAR SIR:

RE: Keystone Construction Co., Inc.,

THIS IS A NOTICE OF CLAIM

Notice hereby is given that the undersigned ADMIRAL ALLOY STEEL CORP. of TEXAS has a claim for materials furnished (alloy steel for the repair and maintenance of equipment working on the above named contract) in the sum of \$1861.68 as per detail attached against the bond taken from The American Insurance Co, through Cole, Clark & Cunningham, Inc., of Portland, Oregon for the work under State Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

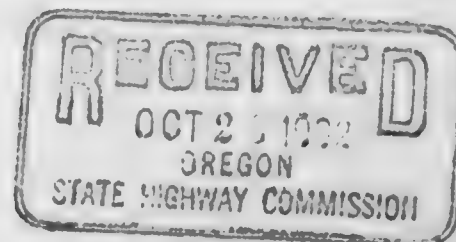
ADMIRAL ALLOY STEEL CORP. of Texas

Al C Hall

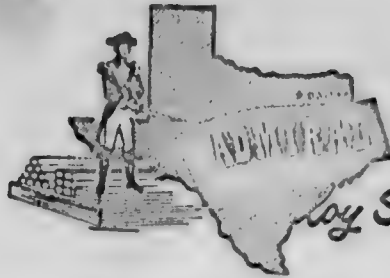
Al C Hall, gen mgr.

Att: Stmt

NOTED
FLOYD QUERRY



STATEMENT

2802 RECTOR STREET
PHONE WH 8-7101

OCT 23, 1962

Loy Steel Corp. of Texas

KEYSTONE CONSTRUCTION CO.,
PRINEVILLE, OREGONSHIP TO: JOBSITE,
PLEASANT VALLEY, OREGON

DATE	INVOICE NO.	DEBIT	CREDIT	BALANCE
			BALANCE FORWARD	
MAR 28, 61	3049	2271.40		2271.40
29	3051	384.60		2656.00
JUN 21	3179	2041.68		4697.68
27	3193	820.00		5517.68
AUG 28, 61	CHECK		656.00	4861.68
FEB 19, 62	CHECK		3000.00	1861.68
COPIES OF INVOICES ATTACHED				

TERMS: 1/2% 10 DAYS NET 30 DAYS

RECEIVED
OCT 23 1962

FOR FILING

INDEXED
FILED
5604

October 19, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A telegram has been received from Admiral Alloy Steel Corporation, Dallas, Texas, advising that Keystone Construction Company owes them for materials in the amount of \$1,861.65.

This appears to be in connection with the Keystone Construction Company, Inc., Contract No. 5424, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

CWH:jmc
cc: Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
635 N. Main Street
P. O. Box 55
Prineville, Oregon

G. L. Jackson
D. B. Simpson

*Noted on card
10/20/62*

October 19, 1962

Admiral Alloy Steel Corporation
Dallas, Texas

Attention: Mr. Al C. Hall

Dear Mr. Hall:

This is to acknowledge receipt of your telegram of October 19, 1962, informing us that the Keystone Construction Company owes you for materials in the amount of \$1,861.68, and requesting payment status on this contract.

From the description in your telegram, this appears to be in reference to the Keystone Construction Company, Inc., Contract No. 5604, for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

The total amount paid to date on this contract is \$1,621,936.38. There is a retainage of \$45,939.49. The American Insurance Company, through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, Oregon, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it. This contract was completed August 28, 1962 but has not yet been accepted by the State Highway Commission.

The State does not make payment of claims, but looks to the prime contractor and surety for such payment. If you wish to protect your claim under the bond, the claim should be filed with the Secretary of State within six months after the contract has been accepted by the State Highway Commission. Attached are excerpts from the Oregon laws outlining the filing procedure. In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the receipt of your telegram.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

CWH:jmc

CLASS OF SERVICE

This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION TELEGRAM

W. P. MARSHALL, PRESIDENT

1201 (4-00)

SYMBOLS

DL = Day Letter

NL = Night Letter

LT = International Letter Telegram

The filing time shown in the date line on domestic telegrams is LOCAL TIME at point of origin. Time of receipt is LOCAL TIME at point of destination

PRA048 DB059

1962 OCT 19 AM 9 35

D LLN127 DL PD AR=DALLAS TEX 19 1117A CST=
SECTY HIGHWAY COMMISSION, ATTN FLOYD QUERRY=
SALEM ORG=

REGARDING KEYSTONE CONSTRUCTION FEDERAL PROJECT NUMBER
5604-601-1040-1-8 ON-7 (1)-306 STATE NUMBER 5604 PAYMENT
FOR MATERIALS USED SHOW UNPAID BALANCE OF \$1861.68 WOULD
YOU PLEASE ADVISE STATUS OF JOB ESTIMATE PAID=
ADMIRAL ALLOY STEEL CORP AL C HALL=

*10/19/62 Doug Parkes says retainage is 45,939.49
Total Pd. to date \$1,621,936.38*

NOTED
C. W. HEAD

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
OCT 18 1962

FOR FILING

5604

October 17, 1962

Grant, Fuchs, Rose & Daron
Law Offices
1928 Court Street
Baker, Oregon

Gentlemen:

This is to acknowledge receipt of your letter of October 12 and the attached claim of your client, Logsdon Sand and Gravel, Baker, in the amount of \$60,069.19, plus interest for machine rental, equipment furnished, miscellaneous work, labor and services performed between March 31, 1960, and August 23, 1962.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

✓ Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing.

In the interim, this information will be noted in our records, and we will advise the surety and the contractor of this Notice of Claim.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH: fkn

NOTED ON CARD

10/18/62

October 17, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim for filing in the amount of \$60,069.19 plus interest received from Grant, Fuchs, Rose and Daron, Attorneys, Baker, on behalf of Logsdon Sand and Gravel, for machine rental, equipment furnished, miscellaneous work, labor and services furnished to the Keystone Construction Company, Inc.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

✓ Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. M. Head, Assistant Secretary

CHH:fkf

Encl.

NOTED ON CARL

10/18/62

COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 17, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

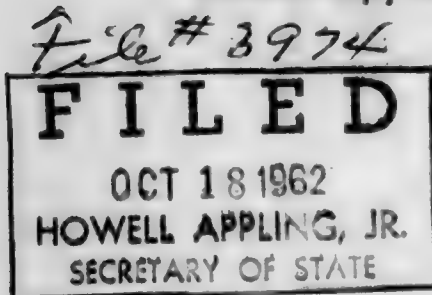
Attached is a claim for filing in the amount of \$60,069.19 plus interest received from Grant, Fuchs, Rose and Daron, Attorneys, Baker, on behalf of Logsdon Sand and Gravel, for machine rental, equipment furnished, miscellaneous work, labor and services furnished to the Keystone Construction Company, Inc.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.



Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:fkn

Encl.



NOTED
C. W. HEAD



October 17, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter dated October 12 with a claim attached has been received from Grant, Fuchs, Rose and Daron, attorneys in Baker, on behalf of Logsdon Sand and Gravel, Baker, advising that Keystone Construction Company, Inc., owes them for machine rental, equipment furnished, miscellaneous work, labor and services in the amount of \$60,069.19, plus interest.

This appears to be in connection with the following Keystone Construction Company, Inc., contracts:

✓ Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. H. Head, Assistant Secretary

Call: fkn

tt.

cc: Cole, Clark & Cunningham, Inc., Portland
Keystone Const. Co. Inc., Prineville
Commissioners

NOTED ON CARD
10/18/62



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

October 15, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Gene C. Rose, c/o Grant, Fuchs, Rose & Daron, 1928 Court Street, Baker, Oregon and filed as of this date, a notice of claim by Aaron Logsdon dba Logsdon Sand & Gravel for machine rental, equipment furnished, miscellaneous work, labor and services performed in the sum of \$60,069.19, together with interest thereon at the rate of 6% per annum against the bond taken from Keystone Construction Company, principal and American Insurance Company, surety, for the work of the construction of U. S. Highway No. 30, Contract No. 5604 (Baker-Pleasant Valley Section) and Contract No. 5769 (Pleasant Valley-Hill Creek Section) for the Oregon State Highway Department.

We are enclosing three copies of the claim for your information and files.

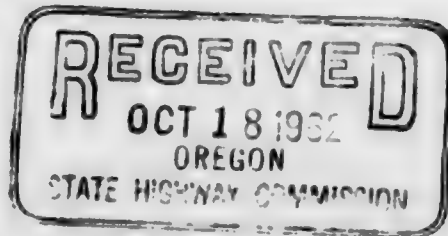
Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo Stephens*
Public Records Section

GS:FK



GRANT, FUCHS, ROSE & DARON

LAW OFFICES

1928 COURT STREET

A. S. GRANT
ARMAND H. FUCHS
GENE C. ROSE
HAROLD M. DARON

BAKER, OREGON

Oct. 12th, 1962

#5604
#5769

Mr. Floyd Query
Secretary Oregon State Highway Department
Oregon State Highway Department
Salem 10, Oregon

Dear Sir:

Pursuant to the provisions of ORS Chapter 279,
we are sending a notice of claim signed by Aaron
Logsdon, against Keystone Construction Company and
American Insurance Company.

Very truly yours,

Gene C. Rose

GCR-m
Enc.

NOTED ON CARD

10/18/62*



NOTED
C. W. HEAD

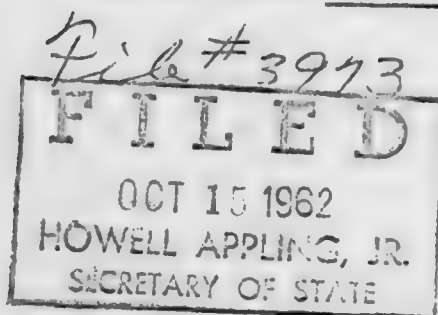
NOTICE OF CLAIM

TO: Hon. Howell Appling
Secretary of State
Salem, Oregon.

NOTICE IS HEREBY GIVEN: That the undersigned, Aaron Logsdon, doing business as Logsdon Sand & Gravel, has a claim for machine rental, equipment furnished, miscellaneous work, labor and services, performed between March 31st., 1960, and August 23rd., 1962, in the sum of \$60,069.19, together with interest thereon at the rate of 6% per annum from the date that payment was due on the various items furnished during said period until paid, against the bond taken from Keystone Construction Company, as Principal, and American Insurance Company, as Surety, for the work of the construction of U. S. Highway No. 30, Contract No. 5604 (Baker-Pleasant Valley Section) and Contract No. 5769 (Pleasant Valley-Hill Creek Section) for the Oregon State Highway Department.

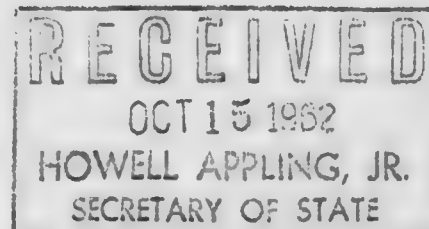
This notice is given pursuant to ORS., Chapter 279.

DATED this 11th day of October, 1962.



LOGSDON SAND & GRAVEL,

By *Aaron Logsdon*
2990 College
Baker, Oregon.



RECEIVED
OCT 18 1962

FOR FILING

J-N-7(1)
5604

October 17, 1962

Jackson and Johnson
Attorneys at Law
P. O. Box 851
Baker, Oregon

Attention: Mr. W. L. Jackson

Gentlemen:

This is to acknowledge receipt of your letter of October 9 and attached copy of your Second Amended Notice of Claim of Timms Machine Shop.

The claim states Keystone Construction Company, Inc., and Cartwright Construction Company, subcontractor, owes Timms Machine Shop for labor and materials in the amount of \$1,288.65.

This appears to be in connection with State Highway Contract Nos. 5604 and 5769 with Keystone Construction Company, Inc., as follows:

✓ Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Your letter states that this Second Amended Notice of Claim has been filed with the Secretary of State.

This information will be noted in our records, and we will advise the surety and the contractor of this filing.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CHH:fkn

NOTED ON CARD

10/18/62

October 17, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter dated October 9 with a Second amended Notice of Claim attached has been received from Jackson and Johnson, Attorneys at Law, Baker, on behalf of C. J. Tamm, d.b.a., Tamm Machine Shop, advising that Keystone Construction Company, Inc., and Cartwright Construction Company, subcontractor, owes them for labor and materials in the amount of \$1,288.65.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

✓ Contract No. 3604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 3769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

The attorney's letter states that this Second amended Notice of Claim has been filed with the Secretary of State. Attached is a copy of the claim.

To provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Reed, Assistant Secretary

CHM:fkp

Att.

cc: Cole, Clark & Cunningham, Inc., Portland
Keystone Const. Co. Inc., Prineville
Commissioners

NOTED ON CARD
10/18/62

WILLIAM L. JACKSON
H. B. JOHNSON

JACKSON & JOHNSON
ATTORNEYS AT LAW
1933 COURT STREET - P. O. BOX 851
BAKER, OREGON

TELEPHONE
JACKSON 3-3634

October 9th., 1962

✓ 5604
5769

Secretary
Oregon State Highway Commission
Salem, Oregon

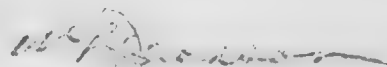
Gentlemen:

Enclosed herewith please find a true copy of
the Second Amended Notice filed in the office of the Secre-
tary of State against Keystone Construction Company, Inc.,
and the American Insurance Company, its bondsman.

X We find that Mr. Timm's work was applied to both
jobs in the Baker area and to play safe we thought we had
better amend the notice again. X

Yours very truly,

JACKSON & JOHNSON

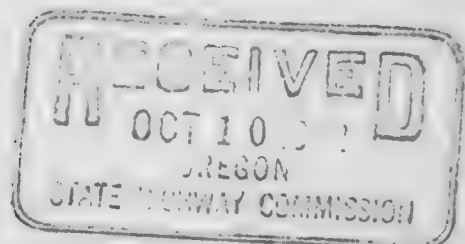

W. L. Jackson

WLJ:11j
Enclosure

Reply
[Signature]

NOTED ON CARD

NOTED
FLOYD QUERY



SECOND AMENDED NOTICE

TO: THE STATE OF OREGON
Acting by and through its State Highway Commission

NOTICE IS HEREBY GIVEN that the undersigned, C. A. Timms, d/b/a Timms Machine Shop has a claim for labor and materials furnished by the undersigned, C. A. Timms, to Keystone Construction Company, Inc., and Cartwright Construction Company, a sub-contractor of Keystone Construction Company, Inc., in the sum of \$1,288.65 against the bond taken from Keystone Construction Company, Inc., and the American Insurance Company, its surety, for the work of Keystone Construction Company, Inc., on the Baker - Pleasant Valley section of the Old Oregon Trail Highway and the Pleasant Valley - Hill Creek section of the Old Oregon Trail Highway, being contract numbers 5604 and 5769 respectively.

/s/ C. A. Timms

Subscribed and sworn to before me this 27th day of October, 1962.

/s/ Luanne Johnson
Notary Public for Oregon

My Commission Expires: 7-2-66

I do hereby certify
that the foregoing is
a true copy of the
original.

William D. Johnson
Attorney for C. A. Timms

RECEIVED
OCT 4 1962

FOR FILING

N:7(1) 206
5604

October 3, 1962

Jackson & Johnson
Attorneys at Law
1933 Court Street
Baker, Oregon

Attention: Mr. W. L. Jackson

Gentlemen:

This is to acknowledge receipt of your letter of Oct. 1 and attached copy of amended claim of your client, C. A. Timms, in the amount of \$1,288.65 for labor and materials furnished to Keystone Construction Co., Inc. This appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

You indicated in your letter that this amended claim had been filed with the Secretary of State.

This information will be noted in our records and we will advise the surety and the contractor of the filing.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

NOTED ON CARD

dc

October 3, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A letter, dated October 1, with an Amended Notice of Claim, has been received from Jackson & Johnson, attorneys in Baker, on behalf of their client, C. A. Timms, advising that Keystone Construction Co., Inc., owes him for labor and materials in the amount of \$1,288.65.

The claim states that this is in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

The transmittal letter of Jackson & Johnson states that the original copy of the Amended Notice of Claim was filed in the office of the Secretary of State. Attached is a copy of the amended claim.

We provide this information as your company appears as surety on the performance furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

Commissioners

CWH:fp

NOTED ON CARD

AC

WILLIAM L. JACKSON
H. B. JOHNSON

JACKSON & JOHNSON
ATTORNEYS AT LAW
1933 COURT STREET - P. O. BOX 851
BAKER, OREGON

TELEPHONE
JACKSON 3-3634

October 1st. 1962

Secretary
Oregon State Highway Commission
Salem, Oregon

Gentlemen:

5604

Enclosed herewith please find a true copy of the
Amended Notice filed in the office of the Secretary of
State against Keystone Construction Company and the Ameri-
can Insurance Company, its bondsman.

Yours very truly,

JACKSON & JOHNSON

W. L. Jackson

W. L. Jackson

WLJ:11j
Enclosure

Acc. please handle
76



NOTED
FLOYD QUERY

AMENDED
NOTICE

TO: THE STATE OF OREGON
Acting by and through its State Highway Commission

NOTICE IS HEREBY GIVEN that the undersigned, C. A. Timms d/b/a Timms Machine Shop has a claim for labor and materials furnished by the undersigned, C. A. Timms, in the sum of \$1,288.65 against the bond taken from Keystone Construction Company, Inc., and the American Insurance Company, its surety, for the work of Keystone Construction Company, Inc., on the Baker - Pleasant Valley section of the interstate highway.

/s/ C. A. Timms

Subscribed and sworn to before me this 1st day of October, 1962.

William K. Jackson

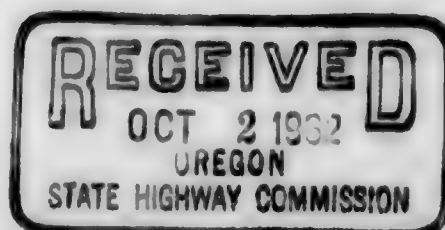
Notary Public for Oregon

My Commission Expires: 10-20-64

I do hereby certify
that the foregoing is
a true copy of the
original.

William Jackson

Attorney for claimant



RECEIVED
OCT 4 1962

FOR FILING



HOWELL APPLING, JR.

Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10

October 2, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from W. L. Jackson, c/o Jackson & Johnson, 1933 Court Street, P. O. Box 851, Baker, Oregon and filed as of this date, a notice of claim, amended by C. A. Timms, dba Timms Machine Shop for labor and materials furnished by C. A. Timms in the sum of \$1,288.65 against the bond taken from Keystone Construction Company, Inc., and the American Insurance Company, surety for the work of Keystone Construction Company, Inc., on the Baker--Pleasant Valley section of the interstate highway.

5604

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo Stephens*
Public Records Section

GS:FK
Enc. .

*Have already notified
the surety & Contractor
of this filing with
Sec. of State and us-
C.H.*

NOTED ON CARD

dc

*See,
please handle*



NOTED
FLOYD QUERY

AMENDED
N O T I C E

TO: THE STATE OF OREGON
Acting by and through its State Highway Commission

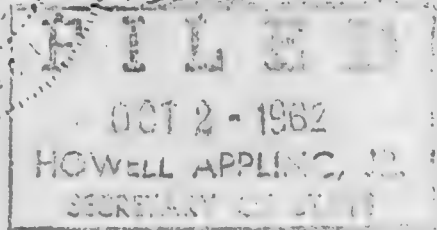
NOTICE IS HEREBY GIVEN that the undersigned, C. A. Timms d/b/a Timms Machine Shop has a claim for labor and materials furnished by the undersigned, C. A. Timms, in the sum of \$1,288.65 against the bond taken from Keystone Construction Company, Inc., and the American Insurance Company, its surety, for the work of Keystone Construction Company, Inc., on the Baker - Pleasant Valley section of the interstate highway.

#5604

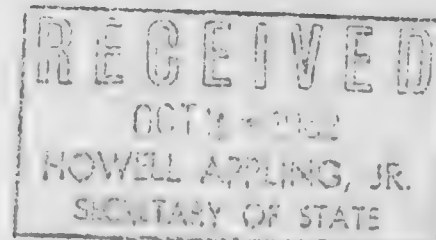


Subscribed and sworn to before me this 15 day of October, 1962.

File #3970



William L. Howell
Notary Public for Oregon
My Commission Expires: 10-20-64



RECEIVED
OCT 3 1962

FOR FILING

5604

October 2, 1962

*Noted on card
D. C.*

Shell Oil Company
1219 Westlake Avenue, North
Seattle 11, Washington

Attention: E. M. Farra
Credit Manager

Gentlemen:

This is to acknowledge receipt of your Amended Notice of Claim dated September 20, 1962, stating that Keystone Construction Company, Inc., owes you for petroleum products in the amount of \$3,615.45 plus an additional sum of \$1,200 as attorneys' fees and costs.

The claim states this is in connection with State Highway Contract No. 5604 with Keystone Construction Company, Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County.

It appears that the original copy of this Amended Notice of Claim was forwarded to the Secretary of State for filing.

This information will be noted in our records, and we will advise the American Insurance Company and the Keystone Construction Company, Inc., of the receipt of your amended claim.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fkn

October 2, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

An Amended Notice of Claim dated September 20, 1962, has been received from the Shell Oil Company, Seattle, advising that Keystone Construction Company, Inc., owes them for petroleum products in the amount of \$1,615.45 plus an additional sum of \$1,200 as attorneys' fees and costs.

The claim states that these products were furnished to Keystone Construction Company, Inc., on State Highway Contract No. 3604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County.

It appears that the original copy of this Amended Notice of Claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.

cc:

Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Commissioners

Keystone Construction Company, Inc.
635 N. Main Street
Prineville, Oregon

CWH:fkn

(080) 251 175 006



SHELL OIL COMPANY

NORTHWEST DIVISION

SHELL BUILDING

1219 WESTLAKE AVE. NORTH

SEATTLE 11, WASHINGTON

Subject: Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon
OSHC 5604

CERTIFIED MAIL -
RETURN RECEIPT REQUESTED

Secretary of State
State of Oregon
Salem, Oregon

Gentlemen:

In connection with Oregon revised Statutes relating to Public Contracts governing the filing of Claims, labor, material, and supplies furnished, we attach our amended claim against Keystone Construction Company, Inc. in the amount \$3,615.45 for petroleum products furnished to this company in connection with the prosecution of work on OSHC 5604, Old Oregon Trail, Baker-Pleasant Valley Section, Baker County, Oregon, plus an additional sum of \$1200 as attorneys fees and costs.

Originally we filed a claim with your office on July 30, 1962 on the basis of information from our field representative that the contract had been completed. Later after a delivery of August 13 amounting to \$206.40 was made, upon checking with the Oregon State Highway Commission we found that the contract had actually not been completed until August 28, 1962. At the same time we wrote the Oregon State Highway Commission, we also made an inquiry of Babler Bros., Inc., who were working on this same contract as a sub learning definitely that the additional products were used on this particular contract.

An acknowledgment that this amended claim has been received and filed against the job will be appreciated. For your convenience in sending this to us a business reply enclosed.

Yours very truly,

E. M. Farra
E. M. Farra
Credit Manager

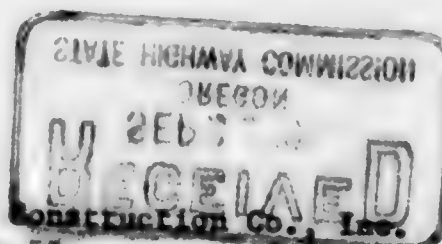
CFB:cag

cc: CERTIFIED MAIL-RETURN RECEIPT REQUESTED

Oregon State Hwy. Commission
Salem, Oregon

The American Insurance Companies
1220 S.W. Columbia St.
Portland 1, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon



AMENDED NOTICE OF CLAIM (To be substituted for original claim filed July 30, 1962)

SECRETARY OF STATE

Salem,

Oregon

CONTRACT NO. OSHC 5604

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of Three thousand six hundred fifteen and 45/100

(\$ 3,615.45)
Dollars against the bond taken from Keystone Construction Co., Inc., 635 N. Main St. (P. O. Box 55), Prineville, Oregon, as principal, and American Insurance Co., 15 Washington St., Newark, 1, New Jersey, as surety for the work of Grading covered by contract No. 5604 Old Oregon Trail Baker-Pleasant Valley Section in Baker County, Oregon.

Said claim is for petroleum products furnished Keystone Construction Co., Inc. in the construction of said above described job.

In event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of Twelve hundred dollars and no/100 (\$ 1200.00) Dollars, as attorney's fees and costs.

Dated this 20th day of September, 1962.

SHELL OIL COMPANY

By E. M. Farra

Division Credit Manager

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

E. M. Farra, being sworn upon oath deposes and says: that the above statement and claim is just, true and correct; that the material therein charged was actually furnished as therein stated and that no part of the same has been paid, and the material therein charged was for the benefit of said principal and surety and State of Oregon.

E. M. Farra, Division Credit Manager

Subscribed and sworn to before me this 20th day of September, 1962.

cc: Oregon State Highway Commission
cc: The American Insurance Companies
cc: Keystone Construction Co., Inc.
CR-74 (11/60)

L. W. Taylor
Notary Public State of Washington

RECEIVED
COMMISSIONERS
GLENN L. JACKSON, JR. 1962
MEDFORD

KENNETH N. FRIDLEY, MEMBER
FOR FILING
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

October 2, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim letter, including statements, for filing dated September 18, 1962, received from Frank G. Baulne, Inc., stating that Keystone Construction Company, Inc., owes him for labor, equipment rental and materials in the amount of \$8,745.68.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

ORIGINAL SIGNED
FLOYD QUERY

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl. *File #3971*

FILED

OCT 3 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON FILE

LC

RECEIVED

OCT 3 - 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 4 1962
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 3 1962

FOR FILING

5604

October 2, 1962

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Dear Mr. Appling:

Attached is a claim letter, including statements, for filing dated September 18, 1962, received from Frank G. Baulne, Inc., stating that Keystone Construction Company, Inc., owes him for labor, equipment rental and materials in the amount of \$8,745.68.

This appears to be in reference to the following Keystone Construction Company, Inc., contracts:

✓ Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

NOTED ON CARD

dc

CWH: fkn

October 2, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

A claim letter dated September 18 has been received from Frank G. Baulne, Inc., Spokane, Washington, advising that Keystone Construction Company, Inc., owes him for labor, equipment rental and materials in the amount of \$8,745.68.

This appears to be in connection with the following Keystone Construction Company, Inc., contracts:

Contract No. 5604: Grading, Baker-Pleasant Valley Section, Old Oregon Trail Highway, Baker County.

Contract No. 5769: Grading and paving, Pleasant Valley-Hill Creek Section, Old Oregon Trail Highway, Baker County.

Your claim letter has been forwarded to the Secretary of State for filing. Attached is a copy for your files.

This information is provided as your company appears as surety on the performance bonds for these two contracts.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att.
cc:

Cole, Clark & Cunningham, Inc.
222 SW 4th Ave.
Portland 4, Oregon

Keystone Construction Company, Inc.
P. O. Box 55
Prineville, Oregon

CWH:fkf

Commissioners

NOTED ON CARD

dc

October 2, 1962

Frank G. Baulne, Inc.
Contractor
P. O. Box 84
Spokane 6, Washington

Attention: Mr. George W. Butler
Secretary-Treasurer

Gentlemen:

This is to acknowledge receipt of your claim letter dated September 18, 1962, addressed to R. R. Cameron, Resident Engineer at Baker, stating that Keystone Construction Company, Inc., owes you for labor, equipment rental and materials in the amount of \$8,745.68.

You state that this is in reference to the Keystone Construction Company, Inc., Contract No. 5604, Baker-Pleasant Valley Section, Baker County, and Contract No. 3769, Pleasant Valley-Hill Creek Section, Baker County.

The American Insurance Company through Cole, Clark and Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bonds on these contracts which are given to assure completion of the contracts and payment of all bills incurred in them. So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing.

In the meantime, this information will be noted in our records, and we will advise the surety and the contractor of this filing.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Mr. A. F. Parson, Division Engineer

Mr. R. R. Cameron, Resident Engineer
P. O. Box 26^a
Baker, Oregon

CWH:fkn

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon

September 26, 1962

To:

SUBJECT: Claim against contract
Baker-Pleasant Valley Sec.
Old Oregon Trail Highway
Contracts 5604 and 5769

Mr. F. D. Morgan
Construction Engineer
Salem

Herewith another claim against the Keystone Construction Co. Please
advise Accounting.

A. F. Parson
A. F. Parson
Division Engineer

AFP:dj
Encl.

cc to Doc "P."

REFERRED TO

Please

By Asst. Construction Engineer

CONSTRUCTION DIVISION
RECEIVED
SEP 28 1962

NOTED
CE 10/1/62



NOTED
C. W. HEAD

FRANK G. BAULNE, INC.
CONTRACTOR

P. O. BOX 305

KEYSTONE 4-7802

PARKWATER STATION
SPOKANE 6, WASHINGTON



Sep. 18, 1962

Mr. R. R. Cameron, Resident Engineer,
Oregon State Highway Department,
Post Office Box 269,
Baker, Oregon.

Re: Contract No. 5604 Baker-Pleasant Valley Section
Contract No. 5769 Pleasant Valley-Hill Creek Sect.
Contractor - Keystone Construction Co., Inc.

Dear Sir:

Notice is hereby given that the undersigned Frank G. Baulne, Inc. has a claim in the amount of \$8,745.68 for labor, equipment rental and materials furnished on the above captioned projects against the bonds taken from the Keystone Construction Co., Inc. and its surety.

Statement showing the charges and credits which go to make up the above amount is enclosed.

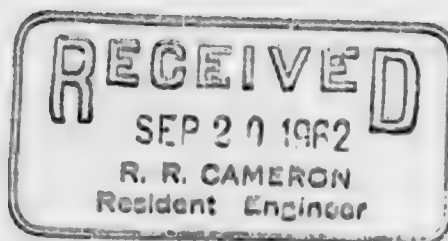
Yours very truly,

Frank G. Baulne, Inc.

By

W. H. Miller
Secy.-Treas.

GWB:sic



FRANK G. BAULNE, INC.
CONTRACTOR

P. O. BOX 84

KEYSTONE 4-7802

YARDLEY, WASHINGTON



July, 25 1962

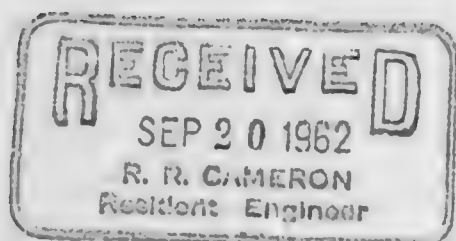
Keystone Construction Co., Inc.,
Post Office Box 55
Prineville, Oregon

1961 - April Pneu-tired Roller	29 Hours &	10.00	\$	290.00
3/4" -0" Shoulder Material	318.215 Tons	1.40		445.50
Extra Haul on 3/4" Rock	1746 Tons	.10		174.60
Asphalt Rock - Baker end	658.96 Tons	1.25		823.70
Asphalt Rock - Pleas. Valley	2783 Tons	1.25		3,478.75
Motor Patrol w/o Operator	80 Hours	11.00		880.00
Pneu. Tired Roller w/o Operator	5 Hours	8.25		41.25
Plant Mix Rock	119 Tons	1.25		148.75
1 1/2" Rock	3362.97 Tons	1.45		4,876.31
Motor Patrol Operator Straight	40 Hours	4.25		170.00
Motor Patrol Oper. Overtime	16 Hours	6.075		97.20
Motor Patrol Oper. "	24 Hours	6.375		153.00

11,579.06

Credits:

Asphalt Rock Returned	1,669 Tons @ 1.25	2,086.25	
2 Euclids		272.25	
1 Loader		126.00	
2 Euclid Operators		56.70	
1 Loader Operator		31.68	
80" 18" pipe @ 2.89		231.20	
14" Blade		29.30	2,883.38
			<u>\$ 8,745.68</u>



FRANK G. BAULNE, INC. CONTRACTOR

P. O. BOX 305

KEYSTONE 4-7802

PARKWATER STATION

SPOKANE 6, WASHINGTON



Equipment Rental

Motor Patrol w/o Operator

Operator straight

Operator Overtime

May 5	8 hours		8 hours
12	8 "		8 "
June 2	8 "		8 "
9	8 "		8 "
20	10 "	8 Hours	2 "
30	10 "	8 "	2 "
Jul. 2	10 "	8 "	2 "
3	10 "	8 "	2 "
5	8 "	8 "	
	80	40	40

25 Tons Pneumatic Roller

Jun. 18 5 hours

RECEIVED
SEP 25 1962

FOR FILING

5604

September 25, 1962

154
Keystone Construction Co. Inc.
P. O. Box 55
Prineville, Oregon

Attention: Ron Hudspeth
Secretary-Treasurer

Gentlemen:

In reply to your letter of September 14th regarding your Baker-Pleasant Valley grading contract and the Pleasant Valley-Hill Creek grading and paving contract, we wish to advise that our records indicate that Contract No. 5604 was completed on August 28th and on Contract No. 5769 the completion date was September 11th.

The semi-final estimates have not yet reached the Salem office and advice from our Resident Engineer indicates that on Contract No. 5604, the semi-final will be submitted about October 10th and the semi-final on Contract No. 5769 will be submitted about October 31st. Both of these contracts will be processed quickly after the semi-finals reach the Salem office.

The Resident Engineer also advises that the PR-47 and your payroll certification have not been submitted. You, of course, know that both of these documents must be submitted before final payment can be made. Attached are four copies of PR-47 in case your supply is a little low.

Your inquiry regarding not having received estimate reports for work performed during July and August on Contract 5604 is noted. The volume of work performed during this period less the amount of liquidated damages was less than \$500.00; therefore, no estimates were prepared.

Very truly yours,

Furthest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JAH:msh

Att.

cc: R. L. Porter
R. R. Cameron
A. F. Parson



GENERAL CONTRACTORS
September 14, 1962

PLEASE RETURN TO
R. L. PORTER

8-28-62 completed

5604 Baker - Pl. H. Grading

5769 P.V. - Hill Creek G-P

9-11-62 completed

State of Oregon Highway Commission
Highway Building
Salem, Oregon

Gentlemen: Attention: Chief Engineer

Keystone Construction Company Inc., has completed contracts
No: 5604 and 5769 at Baker, Oregon

It would be appreciated if the final estimate could be submitted
to us at your earliest convenience so that we may be able to get
the job closed out.

The resident engineer, R. R. Cameron, has informed us that
all the work under both contracts no: 5604 and 5769 has been completed.
We request that a final inspection and report thereof be given to
Keystone Construction Co., Inc., as soon as practical so that we
will know that there is no further work required.

Keystone Construction Co., Inc., has not received estimate
reports from the resident engineer for work performed in July,
1962 on contract 5604; also we will need the estimate report on
contract 5604 for work performed in August, 1962. We mention these
estimate reports due to the fact that the resident engineer, R.R.
Cameron, has been delaying sending us copies of these reports.
They are very necessary because we must settle with the sub-
contractors on the basis of these estimates.

Yours truly,
Keystone Construction Co., Inc.

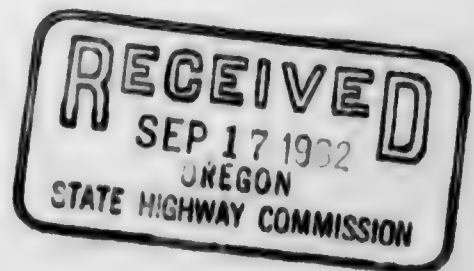
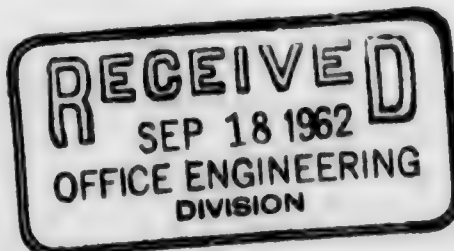
[Signature]
Ron Hudspeth
Secy, Treas.

Copies to
R. R. Cameron
Baker, Oregon
A. F. Parsons
LaGrande, Oregon

*Hardie w/Cont
Discuss R/D
R/D*

*5604 semi about Oct. 10.
need PR 47 - statement that
all payroll submitted.
5769 semi about Oct 31
need some info.*

MRK



RECEIVED
P 26 1962
FORM 11-61 40290

FOR FILING

5604

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 25, 1962

SUBJECT: Briske Complaint
Baker-Pleasant Valley Section

To:

Mr. R. L. Porter
Assistant State Highway Engineer
BUILDING

Enclosed find a copy of a letter from R. R. Cameron,
Resident Engineer on this project, stating that all the fencing work
required to satisfy Mr. Briske has been completed.

We do not believe there is anything further that must be
done in connection with this file.

F. D. Morgan
Construction Engineer

By

F. B. Klaboe
F. B. Klaboe

Assistant Construction Engineer

FBK:fp

Enc.



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon

September 24, 1962

To:

Mr. F. D. Morgan
Construction Engineer
Salem

SUBJECT: Brake complaint, File 28052
Baker-Pleasant Valley Section
Contract 5604
Fencing

Herewith copy of a report from Mr. Cameron, in which he advises the
subject work has been done.

177
A. F. Parson
Division Engineer

AFP:dj
Encl.

CONSTRUCTION DIVISION

R. P. C. C.

SEP 25 1962

NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE CUE

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon

September 21, 1962

SUBJECT: Briske Complaint
Baker-Pleasant Valley Section
Contract No. 5604

To:

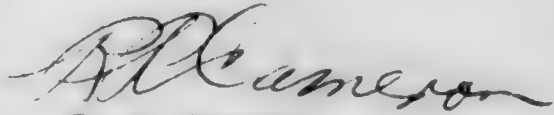
A. F. Parson
Division Engineer

La Grande

Reference is made to Mr. Morgan's letter of June 1, 1962 regarding subject complaint.

The fencing about which Mr. Briske complained has been completed to specifications with extra wires added in gullies wherever needed. This work was done during the middle part of August. I have delayed making my report regarding the completion of this remedial work until I could discuss the matter with Mr. Briske.

Mr. Briske has just returned from a vacation trip, and I was able to contact him on September 19, 1962. The fencing is now satisfactory to him.


R. R. Cameron
Resident Engineer

Salem, Oregon
September 21, 1962

Mr. Fred Klaboe
Assistant Construction Engineer
B u i l d i n g

Reference is made to a letter from Lester
Briske, dated April 27 and which had to do with a
right-of-way fence between Baker and Pleasant Valley.

On May 24, 1962, you informed me that an
extra work order had been entered into to perform
such necessary additional fencing that Mr. Briske
required. Please advise as to whether or not this
additional fencing has been completed so that our
file on the matter may be closed.

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

RECEIVED
MAY 29 1962

FOR FILING

May 28, 1962

Mr. Lester F. Briske
Post Office Box 524
Baker, Oregon

Dear Mr. Briske:

Reference is made to your letter of April 27 in which you mentioned certain deficiencies in the right-of-way fence adjacent to your property on the Baker-Pleasant Valley section of the Old Oregon Trail Highway.

An investigation reveals that remedial work is necessary and the Division and Resident Engineers have been authorized to take care of whatever additional work is required to make the fence stock tight.

Thank you for calling this matter to our attention.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Assistant State Highway Engineer

RLP:ajw

cc Forrest Cooper
F. D. Morgan - Please advise when this matter has been corrected.
A. F. Parson
W. T. Wright

RLP

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 24, 1962

SUBJECT: Assignment: RLP-66

Briske Complaint

Baker-Pleasant Valley Section

To: Mr. R. L. Porter
Ass't. State Highway Engineer

OFFICE

On May 17 I wrote you an interim report concerning a complaint by Mr. Briske that the fencing installed between his property and our highway was inadequate to contain his stock. At that time I indicated that the solution to the matter would involve constructing additional wire at certain locations to make the fence stock-tight.

We have now approved an Extra Work Order in the total amount of \$575.00 to perform such necessary additional work on the fences bordering Mr. Briske's property and on other fences throughout the job that are in similar condition. The Bureau of Public Roads has indicated approval of this order and the field has been authorized to proceed immediately with the work.

A rough draft of a letter to Mr. Briske is attached.

F. D. Morgan
Construction Engineer

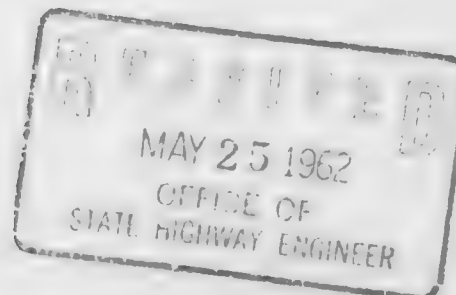
By

F. B. Klaboe
F. B. Klaboe

Assistant Construction Engineer

FBK:bjh
Attachment

cc: A. F. Parson



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, OregonMay 17, 1962

SUBJECT: Assignment: RLP-66

To: Mr. R. L. Porter
Ass't. State Highway EngineerInterim Report - Lester F. Briske
Complaint
Baker-Pleasant Valley Section

O F F I C E

Reference is made to a complaint made by Mr. Briske that the fencing installed on this project is inadequate to contain his stock. Since receiving your request for a report, we have had several conferences with Mr. Briske concerning how the matter should be handled.

Our Division Engineer reports that Mr. Briske first indicated that it would be satisfactory if we were to provide additional wiring that he could install where it was necessary. After another conference it was determined that this method would not work and that the State should perform the work to make the fence adequate. We are immediately anticipating an Extra Work Order to cover the matter.

As yet, we do not have an appraisal of the value of the work, nor any indication from the Bureau of Public Roads whether or not they will participate in the cost involved. As soon as we have any further information on the matter, we will inform you so that you may answer Mr. Briske.

F. D. Morgan
Construction Engineer

By

F. B. Klaboe
F. B. Klaboe

Assistant Construction Engineer

FBK:bjh

cc: A. F. Parson



P.O. Box 524
Baker, Oregon
April 27, 1962

PLEASE RETURN TO
R. L. PORTER

Mr. Forrest Cooper
Deputy State Highway Engineer
Salem, Oregon

Dear Sir:

I would like to call to your attention this right of way fence along the new stretch of highway between Baker and Pleasant Valley.

I turned the cattle out this spring and the calves went right under this fence. In one place the bottom wire was four feet from the ground, so even a cow could go under.

I called your construction engineer, Mr. Cameron, and he didn't do anything about it. About two weeks later I called him again and he sent out a crew. They lowered the bottom wire a little on part of the fence which left a gap between the two lowest wires so a calf can still go through.

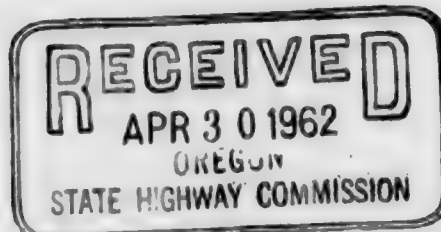
When Mr. Chatwood bought the right of way here, he told me not to worry about the fences as the department would put up any kind of a fence I wanted. I would like to find out about this and have someone at the head of the Highway Department contact me and I will be glad to show him parts of this fence that I am quite sure will not meet your specifications.

Yours truly,

Lester F. Briske

P.S. We do not know if we are sending this to the right department and if we are not, would please direct it to the appropriate one.

Porter Expedite
2



RECEIVED
SEP 24 1962

FOR FILING

I-80N-7 (1)
5604

September 18, 1962

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: Mr. George G. Stephens

Gentlemen:

Attached is a claim letter dated September 11 received from Loggers & Contractors Machinery Company, Portland advising that Cartwright Construction Company, sub-contractor to Keystone Construction Company, owes them for equipment rental in the amount of \$10,423.80 plus interest.

This appears to be in connection with the following Keystone Construction Company, Inc. contracts:

Contract No. 5604 grading the Baker-Pleasant Valley
Section of the Old Oregon Trail Highway in Baker
County

Contract No. 5769 grading-paving the Pleasant Valley-
Hill Creek Section of the Old Oregon Trail Highway in
Baker County

Please acknowledge receipt of this claim on the enclosed copy
of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf
Enclosure

NOTED ON CARD

dc

RECEIVED
FORM 8-1952, 100M 4-59
SEP 27 1962

FOR COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 18, 1962

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: Mr. George C. Stephens

Gentlemen:

Attached is a claim letter dated September 11 received from Loggers & Contractors Machinery Company, Portland advising that Cartwright Construction Company, sub-contractor to Keystone Construction Company, owes them for equipment rental in the amount of \$10,423.80 plus interest.

This appears to be in connection with the following Keystone Construction Company, Inc. contracts:

Contract No. 5604 grading the Baker-Pleasant Valley
Section of the Old Oregon Trail Highway in Baker
County

Contract No. 5769 grading-paving the Pleasant Valley-
Hill Creek Section of the Old Oregon Trail Highway in
Baker County

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

RECEIVED
SEP 19 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

File # 3967
FILED
SEP 12 1962
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD

dc

Established 1910
SALES • SERVICE • RENTALS



Loggers & Contractors Machinery Company

240 S. E. CLAY ST. • PORTLAND 14, OREGON • 540 FILLMORE ST., P. O. BOX 3127 • EUGENE, OREGON
PHONE Belmont 2-0151 PHONE Diamond 5-4334

September 11, 1962
Portland office

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

Pursuant to Section 279526 and 279528 O. R. S.

Notice is hereby given that the undersigned, Loggers & Contractors Machinery Company, of Portland, Oregon, has a claim in the sum of \$10,423.80 plus interest at the rate of 6% per annum, from July 17, 1961 until paid, against the bond taken from Keystone Construction Company of Prineville, Oregon as principal, and the American Insurance Company as Surety, for work to be performed by said Keystone Construction Company for the Oregon State Highway Commission under contracts to construct a certain portion of highway described as Contract #5604 Baker-Pleasant Valley Section of Old Oregon Trail Highway in Baker County, dated March 10, 1960, and Contract #5769 Pleasant Valley Hill Creek Section of Old Oregon Trail Highway in Baker County, dated August 18, 1960, Federal Aid Interstate projects.

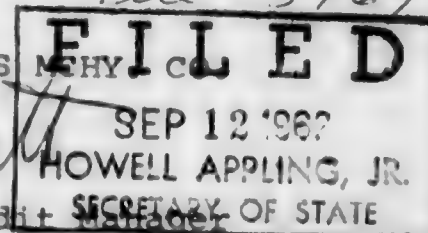
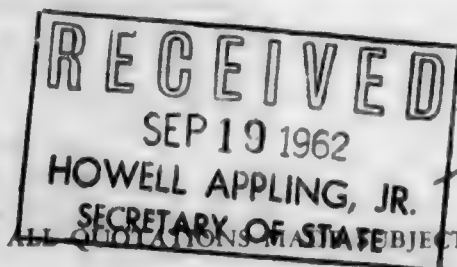
This claim is for rental supplied to the Cartwright Construction Company, a sub-contractor performing work under the prime contractor (Keystone Construction Company) and consists specifically of the reasonable and agreed rental value of one (1) Universal 3042 Jaw Crusher #117X112, and one (1) Pioneer Apron Feeder #A36-253, which was rented from September 26, 1960 through July 26, 1961, as per attached schedule at an agreed rental rate of \$1250.00 per month single shift on the 3042 Universal Jaw Crusher and \$400.00 per month single shift on the Pioneer Apron Feeder #A36-253, and the sum of \$10,423.80 represents the agreed rental value due.

This claim and notice thereof also is intended to give notice of and to perfect our lien against the reserved and retained fund required by law to be held by you for the protection and payment of ourselves and other qualified claimants, if any.

Yours very truly,

LOGGERS & CONTRACTORS MACHINERY COMPANY

George W. Flatt, Credit Manager



rjm/

ALL QUOTATIONS SUBJECT TO PRIOR SALE AND CHANGE WITHOUT NOTICE

September 18, 1962

American Insurance Company
McLaughlin Building
1220 Southwest Columbia
Portland 1, Oregon

Gentlemen:

A claim letter dated September 11 has been received from Loggers & Contractors Machinery Company, Portland advising that Cartwright Construction Company, sub-contractor, owes them for equipment rental in the amount of \$10,423.80 plus interest.

This appears to be in reference to the following Keystone Construction Company, Inc. contracts:

Contract No. 5604 grading the Baker-Pleasant Valley
Section of the Old Oregon Trail Highway in Baker
County

Contract No. 5769 grading-paving the Pleasant Valley-
Hill Creek Section of the Old Oregon Trail Highway in
Baker County

We have forwarded this claim to the Secretary of State for filing. Attached is a copy for your records. This information is provided as your company appears as surety on the performance bonds furnished with each contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Enclosure

CWH:jf

cc: Cole, Clark & Cunningham, Inc.
222 Southwest 4th Avenue
Portland 4, Oregon

Keystone Construction Company, Inc.
Post Office Box 55
Prineville, Oregon

Commissioners

NOTED ON CARD

AC

September 18, 1962

Loggers & Contractors Machinery Company
240 Southeast Clay Street
Portland 14, Oregon

Attention: George W. Flatt
Credit Manager

Gentlemen:

This is to acknowledge receipt of your claim letter of September 11 stating that Cartwright Construction Company, sub-contractor, owes you \$10,423.80 plus interest for equipment rental.

You stated that this is in connection with the Keystone Construction Company, Inc. contracts 5604 Baker-Pleasant Valley Section and 5769 Pleasant Valley-Hill Creek Section both in Baker County.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. This information will be noted in our records and we will advise the surety and the contractor of your filing.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf

NOTED ON CARD

dc

Established 1917

SALES • SERVICE • RENTALS



Loggers & Contractors Machinery Company

240 S. E. CLAY ST. • PORTLAND 14, OREGON • 540 FILLMORE ST., P. O. BOX 3127 • EUGENE, OREGON
PHONE Belmont 2-0151 PHONE Diamond 5-4334

September 11, 1962
Portland office

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

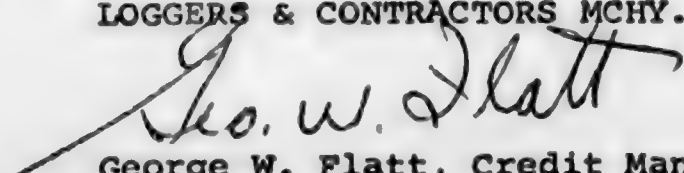
Pursuant to Section 279526 and 279528 O. R. S.

Notice is hereby given that the undersigned, Loggers & Contractors Machinery Company, of Portland, Oregon, has a claim in the sum of \$10,423.80 plus interest at the rate of 6% per annum, from July 17, 1961 until paid, against the bond taken from Keystone Construction Company of Prineville, Oregon as principal, and the American Insurance Company as Surety, for work to be performed by said Keystone Construction Company for the Oregon State Highway Commission under contracts to construct a certain portion of highway described as Contract #5604 Baker-Pleasant Valley Section of Old Oregon Trail Highway in Baker County, dated March 10, 1960, and Contract #5769 Pleasant Valley Hill Creek Section of Old Oregon Trail Highway in Baker County, dated August 18, 1960, Federal Aid Interstate projects.

This claim is for rental supplied to the Cartwright Construction Company, a sub-contractor performing work under the prime contractor (Keystone Construction Company) and consists specifically of the reasonable and agreed rental value of one (1) Universal 3042 Jaw Crusher #117X112, and one (1) Pioneer Apron Feeder #A36-253, which was rented from September 26, 1960 through July 26, 1961, as per attached schedule at an agreed rental rate of \$1250.00 per month single shift on the 3042 Universal Jaw Crusher and \$400.00 per month single shift on the Pioneer Apron Feeder #A36-253, and the sum of \$10,423.80 represents the agreed rental value due.

This claim and notice thereof also is intended to give notice of and to perfect our lien against the reserved and retained fund required by law to be held by you for the protection and payment of ourselves and other qualified claimants, if any.

Yours very truly,
LOGGERS & CONTRACTORS MCHY. CO.


George W. Flatt, Credit Manager

rjm/

ALL QUOTATIONS MADE SUBJECT TO PRIOR SALE AND CHANGE WITHOUT NOTICE

RECEIVED
SEP 19 1962

FOR FILING

5604

September 18, 1962

Shell Oil Company
Shell Building
1219 Westlake Avenue North
Seattle 11, Washington

Attention: C. F. Barnes
Credit Department

Gentlemen:

This is in reply to your letter of September 14
regarding the Keystone Construction Company, Inc. contract
5604 in Baker County.

This contract was completed August 28, 1962 but has
not yet been accepted by the Highway Commission.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf



SHELL OIL COMPANY

(080) 251 175 006

NORTHWEST DIVISION

SHELL BUILDING

1219 WESTLAKE AVE. NORTH
SEATTLE 11, WASHINGTON

September 14, 1962

Subject: Keystone Construction Company, Inc.

P. O. Box 57

Prineville, Oregon

OSHC 5604 - Baker County

Oregon State Highway Commission
Salem
Oregon

Completed 8-28-62

Attention: Mr. C. W. Head, Assistant Secretary

Gentlemen:

On the basis of information we received from our representative in the field, that OSHC 5604 was completed except for cleanup work July 18, and recommendation that we file our claim, this was done. We now find that we shall have to file an amended claim for a larger sum for the reason that Keystone Construction Company, Incorporated work on this particular contract was not fully completed insofar as petroleum requirements were concerned and an additional delivery of asphalt was necessary on August 13.

Before we prepare an amended claim we should appreciate learning from your office if the work on this particular contract OSHC 5604 has been completed, date of completion, and date of acceptance.

For your convenience in forwarding the information requested above, a business reply envelope is enclosed.

Yours very truly,

C. F. Barnes
Credit Department

CFB:bb

Enc:



RECEIVED
SEP 6 1962

FOR FILING

SEP 7 (1) 1962
5604

September 6, 1962

Union Oil Company of California
Post Office Box 76
Portland 7, Oregon

Gentlemen:

This is to acknowledge receipt of your claim letter of September 4, 1962 in the amount of \$33,700.76 for petroleum products and supplies furnished to Keystone Construction Co., Inc. on State Highway Contract Nos. 5604 and 5769.

You are no doubt aware that the American Insurance Company through Cole, Clark & Cunningham, Inc., 222 S. W. 4th Avenue, Portland 4, furnished the performance bonds on each of these contracts which bonds are given to assure completion of the contracts and payment of all bills incurred in them.

So that there will be no misinterpretation of the law, we are forwarding your claim to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:jf

NOTED ON CARDS

9/6/62
gmc

RECEIVED
SEP 6 1962

FOR FILING

5604

September 6, 1962

American Insurance Company
McLaughlin Building
1220 Southwest Columbia
Portland 1, Oregon

Gentlemen:

A claim letter dated September 4, 1962 has been received from Union Oil Company of California, Portland advising that Keystone Construction Company, Inc. owes them for petroleum products and supplies in the amount of \$33,700.76.

This appears to be in reference with the two Keystone Construction Company, Inc. contracts as follows:

Contract No. 5604 grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Contract No. 5769 grading-paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim. We provide this information as your company appears as surety on the performance bonds furnished with each of these contracts.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment
CWH:jf

cc: Cole, Clark & Cunningham, Inc.
222 Southwest 4th Avenue
Portland 4, Oregon

Keystone Construction Company
Post Office Box 55
Prineville, Oregon

Commissioners

Mr. Forrest Cooper

NOTED ON CAHLS

9/6/62

RECEIVED
SEP 6 1962

FOR FILING

Union Oil Company of California

P. O.

B O X

7 6



PORTLAND 7, OREGON

7-21-62
5604

September 4, 1962

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

Please be notified that Union Oil Company of California has a claim for Petroleum Products and Supplies furnished to Keystone Construction Co. Inc. in the sum of Thirty-three thousand seven Hundred and 76/100 (\$33,700.76) Dollars, against the bond taken from Keystone Construction Co. Inc., as principal, and the American Insurance Company, as surety, for the work of Grading, Baker-Pleasant Valley Section Old Oregon Trail Highway, known as Contract Number 5604 and grading-paving Pleasant Valley-Hill Creek section of Old Oregon Trail in Baker County known as Contract Number 5769.

Please acknowledge receipt on the enclosed copy of this letter and return to us in the self-addressed stamped envelope provided for your convenience. Thank you very much.

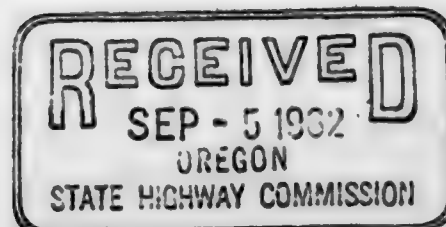
Yours very truly,

C. R. Edwards
Credit Manager

LRE:nlw

NOTED ON CARDS

9/6/62
jmc



RECEIVED
SEP 6 1962

FOR FILING

IN-7N-111206
5604

September 5, 1962

Hon. Howell Appling Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: George C. Stephens

Dear Sir:

Attached is a claim letter dated September 4, 1962 received from Union Oil Company of California stating that Keystone Construction Company, Inc. owes them for petroleum products and supplies in the amount of \$33,700.76.

This appears to be in connection with the two Keystone Construction Company, Inc. contracts as follows:

Contract No. 5604 grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

Contract No. 5769 grading-paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment
CWH:jf

NOTED ON CARLS

9/6/62
gmc

RECEIVED
SEP 13 1962
COMMISSIONERS

GLENN JACKSON
FOR FILING
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY SALEM
5604



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 5, 1962

Hon. Howell Appling Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: George C. Stephens

Dear Sir:

Attached is a claim letter dated September 4, 1962 received from Union Oil Company of California stating that Keystone Construction Company, Inc. owes them for petroleum products and supplies in the amount of \$33,700.76.

This appears to be in connection with the two Keystone Construction Company, Inc. contracts as follows:

Contract No. 5604 grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

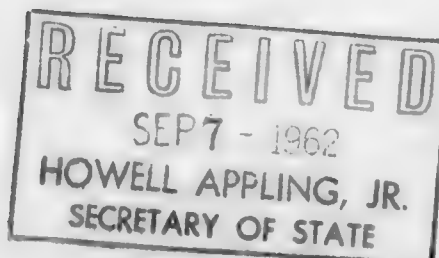
Contract No. 5769 grading-paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

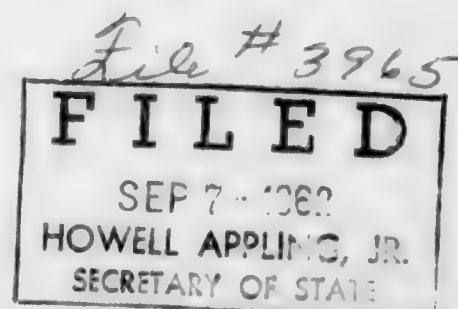
Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment



NOTED ON CARL
AC



RECEIVED
SEP 13 1962
COMMISSIONERS

GLENN JACKSON
FOR FILING
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY SALEM
5604



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

September 5, 1962

Hon. Howell Appling Jr.
Secretary of State
Capitol Building
Salem 10, Oregon

Attention: George C. Stephens

Dear Sir:

Attached is a claim letter dated September 4, 1962 received from Union Oil Company of California stating that Keystone Construction Company, Inc. owes them for petroleum products and supplies in the amount of \$33,700.76.

This appears to be in connection with the two Keystone Construction Company, Inc. contracts as follows:

Contract No. 5604 grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

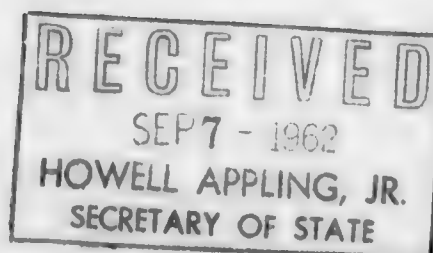
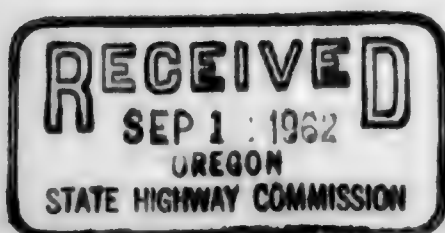
Contract No. 5769 grading-paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

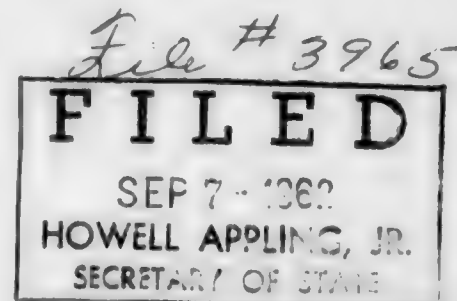
Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

Attachment



NOTED ON CARL
AC



RECEIVED
SEP 4 1962

FOR FILING

T. N. ()
5604

*Noted on
contract card
F.P.*

August 31, 1962

Lohman & Robinson
Law Offices
Portland Trust Building, Suite 403
Portland, Oregon, 4

Attention: Mr. Robert Lohman

Gentlemen:

Thank you for your letter of August 29 on behalf of your client, Industrial Air Products, stating that materials which had been furnished to Cartwright Construction Co. and Keystone Construction Co. have been paid for in full.

Our records indicate this was in connection with claims filed against our Contract No. 5604 with Keystone Construction Co., Inc., in the amounts of \$128.85 and \$394.04. We have noted this information in our records.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

LAW OFFICES
LOHMAN & ROBINSON

ROBERT LOHMAN
GERALD H. ROBINSON

August 29, 1962

SUITE 403 PORTLAND TRUST BUILDING
PORTLAND 4, OREGON
CApitol 6-6031

Please note on
card
C.H.

TO: ✓ Howell Appling, Secretary of State
✓ Floyd Query, Secretary, Oregon State Highway Commission
C. H. Mason, Chief Accountant, Oregon State Highway Commission
O. L. Pearson, Attorney in Fact, American Insurance Co. ✓
1220 S. W. Columbia Street, Portland, Oregon
Richard W. Cole, Cole, Clark & Cunningham, Inc. ✓
222 S. W. 11th Avenue, Portland, Oregon

Re: Industrial Air Products vs. Cartwright Construction Co. and
Keystone Construction Co. Contract No. 5604

Gentlemen:

Please be informed that the materials that had been purchased for
the above contract have been fully paid.

On behalf of my client, Industrial Air Products Co., I wish to thank
you all for your cooperation and particularly Mr. E. Curtin of American
Insurance Company and Mr. Otis Van Blaricon of Keystone Construction Co.
for their particular attention to this matter.

Sincerely yours,

LOHMAN & ROBINSON

Robert Lohman
RL/jms

CC: Industrial Air ✓
Keystone Construction ✓

NOTED
FLOYD QUERY



RECEIVED
SEP 4 1962

FOR FILING

IN 11 (1)
5614

August 31, 1962

Mr. G. M. Baker, Superintendent
Union Pacific Railroad Co.
2525 N. Larrabee Ave.
Portland 17, Oregon

Dear Sir:

This is to advise you that work was completed Aug. 28, 1962, on the Baker-Pleasant Valley (Grading) Section in Baker County, State Highway Contract No. 5604.

Agreement with your company is involved in connection with work on this project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

cc: C. H. Nelson

RECEIVED
SEP 4 1962

FOR FILING

2 10A-7 (1) 306
4604

August 31, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on Aug. 28, 1962, on Contract No. 5604, Baker-Pleasant Valley (Grading) Section, in Baker County, in connection with Federal-Aid Project Number I-508-7(1)306.

We request that your office inspect the contract work and return a signed copy of this letter listing any conditions below which would prevent your final acceptance of the project.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Bureau of Public Roads
Oregon Division Office Endorsement

Date: _____

Conditions noted on above date:

A. W. Parsons
Division Engineer

DBP:bb

cc: H. S. Cox

RECEIVED
AUG 17 1962

FOR FILING

5604

August 16, 1962

Oregon State Highway Commission

Gentlemen:

Re: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

There will be before you at the next Commission meeting an agreement between the State and the Union Pacific Railroad Company covering the overcrossings of the Company's track at Encina and Pleasant Valley and longitudinal easements within this section. These have been reviewed by the Construction Division, the Bridge Division, and the Bureau of Public Roads and have their approval.

Your approval and signing of the agreement is recommended.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Floyd Query
G. S. Paxson
Victor D. Wolfe
L. I. Lindas
F. B. Klaboe

GSP:ms hlb

RECEIVED
AUG 14 1962

FOR INDEXING

5604

Salem, Oregon
August 13, 1962

Mr. L. I. Lindas
Chief Counsel
BUILDING

Baker-Pleasant Valley Section
Old Oregon Trail Highway
Baker County

I am forwarding to the Highway Commission with recommendation for approval the agreement with the Union Pacific Railroad Company covering the Baker-Pleasant Valley Section. The maps and descriptions of this section include not only the encroachments necessitated by the present construction, but also the areas which have been occupied by the existing Old Oregon Trail Highway for many years. We find no easement agreements in our files, nor has the Railroad been able to locate any, covering the old highway. I have no objection to the inclusion of these areas in this agreement in order that they may be properly recorded.

We have gone through the areas covered by the descriptions and subtracted from the total areas those portions which are necessitated by the existing highway. We find that 9.62 acres are required by the new construction. In Mr. Chatwood's letter of August 2 to Mr. Saling he establishes a reasonable value for land in this area at \$255 per acre. At this evaluation, the 9.62 acres are valued at \$2,453.10. The agreement submitted by the Railroad Company sets a value of \$2,125 on the property. Since this is below our appraisal, I am recommending to the Highway Commission that it approve the agreement.

I attach hereto a copy of a letter from Mr. Klaboe dated August 10 detailing the acreages involved.

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
attach.
cc Mr. Forrest Cooper
Mr. F. B. Klaboe

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 10, 1962

SUBJECT: Baker-Pleasant Valley Section

To: Mr. G. S. Paxson
Deputy State Highway Engineer

OFFICE

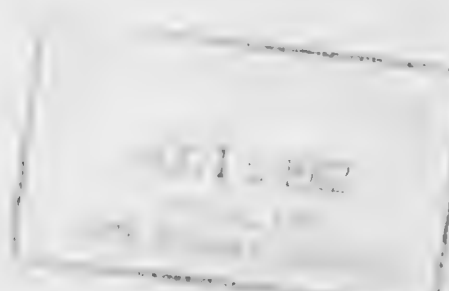
On July 20 you forwarded us a copy of the proposed railroad agreement on this section and asked us to check it out in the field to make sure that the agreement conformed to the work actually done under contract. We have made this check and have determined that the agreement does, in fact, conform to the work actually performed.

Subsequent to this assignment you requested us to ascertain the value of the easements set up in the agreement. We have checked the matter out thoroughly and report the following information:

Parcel A	0.04 acre
Parcel B	0 acre
Parcel 1	0.90 acre
Parcel 2	0 acre
Parcel 3	7.50 acres
Parcel 4	0.40 acre
Parcel 5	<u>0.78 acre</u>
TOTAL	9.62 acres

There were also three (3) construction easements totalling 1.59 acres.

In the summary listed above we have not included any of the areas occupied by the existing highway on which no work was performed. We have also excluded the areas occupied by overcrossing structures. Furthermore, we feel that there should be no cost for the three construction easements listed.



Mr. G. S. Paxson

-2-

August 10, 1962

Right of Way Supervisor K. A. Chatwood has made an appraisal of this land and has provided us with a value of \$255 per acre. Extending the 96.2 acres at the \$255 per acre value we arrive at a total figure of \$2,453.10, which, we believe, can be supported. You will also note that the agreement between the State and the Union Pacific Railroad Company requires that the State pay to the Union Pacific Railroad the sum of \$2,125.00.

It is, therefore, recommended that the agreement be presented to the Commission with your recommendation for approval.

I am returning herewith two copies of the agreement along with copies of Chatwood's and Parson's letters concerning the investigations that have been made relative to this proposal.

F. D. Morgan
Construction Engineer

By 
F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
Attachments

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 2, 1962

5604

File no. 28058

SUBJECT: Appraisal
Railroad Easements
Baker-Pleasant Valley Section

To: Mr. Earl F. Saling
Office Manager
Right of Way
Oregon State Highway Dept.
Salem, Oregon

In accordance with your request of August 1, 1962, for an appraisal of value as of August 22, 1958, of value of several parcels of land inside the Union Pacific Railroad right of way from Encino to 1½ miles South-easterly of Pleasant Valley, I submit the following report:

According to legal descriptions and maps furnished by you and received this date, I conclude the acreages to be as follows:

Parcel A	0.46 acre
Parcel B	0.45 acre
Parcel 1	0.87 acre
Parcel 2	0.34 acre
Parcel 3	5.17 acres
Parcel 4	0.36 acre
Parcel 5	0.59 acre
3 const. easements	1.55 acre

TOTAL 12.84 acres

Highest and Best Use: Railroad right of way (evidenced by 70+ years of usage.)

I know of no railroad right of way sales on which to base a price by the comparison approach.

In my judgement the cost approach is the only other practical method to determine value. The railroad right of way, if purchased on August 22, 1958 would cost - the market value of the farm land appropriated + the severance damages entailed + the cost of negotiation + the cost of legal fees when necessary + the cost of land services to reduce severance damages.

The Old Oregon Trail Highway parallels the Union Pacific Railroad along the entire distance covered in the legal description. In 1958 and 1959, the Highway Dept. paid land owners \$68,449.00 for 134 acres of right of way, Stations 472 to 722+50 (See attached summary) for an average cost of \$510.00 per acre.

file
J.H.
NOTED 8/6
J. HERSHBERGER

Mr. Earl F. Saling
August 2, 1962

Page 2

This figure does not include legal fees, cost of negotiation, and cost of land services to reduce severance damages.

In this approximate 5 mile line, the railroad allowed six crossings. The Highway Department allowed one underpass and interchanges provide two more. For this reason, it is my opinion the railroad right of way would cost less in severance damages than the non-access highway.

Not taking into consideration the cost of negotiation, cost of legal fees, cost of additional land services, it is my opinion the value of the easements inside the railroad right of way on August 22, 1958 is \$255.00 per acre or

12.84 acres at \$255 per acre -----	\$ 3,274.20
Rounded to -----	\$ 3,275.00

In reverse, if the railroad were purchasing easements from the Highway Department in this area, it would be fair to both parties that the price per acre (fee taking) be in excess of \$510.00.

K.A. Chatwood

K.A. CHATWOOD
Right of Way Supervisor

KAC:vm

cc:Mr. Walter T. Wright
Mr. Carl Smith

Approved
Walter T. Wright

SUMMARY

Right of Way costs for Interstate Highway right of way -
Station 472+00 to Station 722+50

<u>File No.</u>	<u>Owner</u>	<u>Am't Land</u>	<u>State Cost *</u>
28052	Briske	41.47 ac.	\$17,565.00
28053	Emert	16.78 ac.	210.00
28056	Troy	32.64 ac.	20,000.00
28055	Troy	24.22 ac.	21,374.00
28057	Larm	2.90 ac.	9,000.00
28059	Brown	16.03 ac.	300.00
TOTALS		134.00 ac.	\$68,449.00

Average per acre price - \$510.00 per acre.

* This figure is cash outlay to land owner. Does not include (1) cost of right of way appraisal and negotiation (2) legal fees, (3) land services made to reduce severance damages.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon

August 2, 1962

CONSTRUCTION DIVISION
RECEIVED
AUG 6 1962
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

To:

SUBJECT: UPRR agreement
Baker-Pleasant Valley
Old Oregon Trail Highway
Contract 5604, 601-1040

Mr. F. D. Morgan
Construction Engineer
Salem

Attention: G. L. Decker

Reference is made to your letter of July 24, 1962, transmitting the subject agreement to us for perusal.

We sent the agreement to Resident Engineer Cameron and asked him to carefully review the provisos. There is one such that he calls our attention to that may or may not be in order, see copy of Cameron's speed memo attached. The point brought up is well taken. We certainly do not expect the railroad to have right of access to communication and signal lines except from service roads. That is there certainly should not be incorporated into the agreement as a right of travel across the interstate "mainline" fences.

Should not the agreement be re-worded so as to eliminate any question pertaining to this matter.

A. F. Parson
Division Engineer

By



C. D. Cannon
Office Engineer

CDC:dj
Encl.

OREGON STATE HIGHWAY DEPARTMENT

TO:

A. F. Jensen
Division Engineer
in Charge

SUBJECT: UPRR Agreement, Baker-Pleasant Vy. Section
Shts. 9604 & 9709

FROM: R. E. Gessert
Resident Engineer
Baker

DATE: July 21, 1962

Herewith is UPRR agreement for the Baker-Pleasant Valley Section. I have checked the agreement and I find that it conforms with the work actually done on the project.

There is one provision in the agreement which may be cause for concern: Under Section 2. "Easements from the State to Railroads" on page 7 in the First easement it is stated that the railroad shall have right of access to the communications & signal lines shown in orange color on "Exhibit A". It is my opinion that the right of access granted to the railroad is intended to be from the railroad right of way only; however, it is not so stated. It could be construed that the state is granting the railroad right of access from the highway right of way to the communications & signal lines which, of course, is not permissible on the Interstate System. These lines are the same ones which Mr. Jensen of the UPRR insisted that we insulate from the highway with a V-Mesh fence with Barbed wire on top.

R. E. Gessert
(SIGNATURE)

PLEASE REPLY HERE

CC:

(SIGNATURE)

(DATE)

1. SENDER SHOULD DETACH SHEET NO. 4 AND HOLD UNTIL REPLY IS RECEIVED, LEAVING 1ST 2 CARBONS INTACT
2. ADDRESSEE SHOULD REPLY, DETACHING SHEETS, RETAINING SHEET NO. 1 AND RETURNING SHEET NO. 3 TO SENDER.
3. SHEET NO. 2 MAY BE USED AS INFORMATIONAL CARBON COPY OR DESTROYED

RECEIVED
AUG 21 1962
FORM 8-50 500 5-61 54197

FOR FILING

T-10N 9 (1) 311
5604

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 2, 1962

File No. 28058

To: Mr. J. N. Hershberger
Staff Attorney
Office

RECEIVED
AUG 3 1962
LEGAL & RIGHT OF WAY

SUBJECT: Baker - Pleasant Valley Sect.
Old Oregon Trail Highway
Baker County

Reference is made to your letter dated July 24, 1962 regarding the proposed agreement between the Union Pacific Railroad Company and the Highway Department.

The agreement has been examined by the Construction Division relative to the descriptions and exhibits involved and has been found to be acceptable.

Frank D. Morgan
Construction Engineer

By *D. J. Barba*
D. J. Barba
Assistant Const. Engineer

FOS:lw

Attachments (agreement and
R/W file No. 28058)

RECEIVED
AUG 3 1962

FOR FILING

5604

August 2, 1962

American Insurance Company
McLaughlin Building
1220 S. W. Columbia
Portland 1, Oregon

Gentlemen:

Attached is a copy of a claim in the amount of \$3,409.05 which has been filed with the Secretary of State by Shell Oil Company, Seattle, Wn., for petroleum products furnished to Keystone Construction Co., Inc.

This appears to be in connection with State Highway Contract No. 5604 with Keystone Construction Co., Inc., for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway in Baker County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CC:
Cole, Clark & Cunningham, Inc.
222 S. W. 4th Avenue
Portland 4, Oregon

Keystone Construction Co., Inc.
P. O. Box 55
Prineville, Oregon

NOTED ON CARD

[Signature]

Shell Oil Company
1219 Westlake Avenue North
Seattle 11, Wn.
Attn: Mr. E. M. Farre

Commissioners
Mr. Forrest Cooper

CWH:fp



HOWELL APPLING, JR.
Secretary of State

STATE OF OREGON
DEPARTMENT OF STATE

SALEM 10
July 31, 1962

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from E. M. Farra, Credit Manager, Shell Oil Company, 1219 Westlake Avenue North, Seattle 11, Washington and filed as of this date, a notice of claim by Shell Oil Company in the sum of \$3,409.05 against the bond taken from Keystone Construction Co., Inc., 635 N. Maint St., P. O. Box 55, Prineville, Oregon, principal and American Insurance Co., 15 Washington St., Newark 1, New Jersey, surety for the work of grading covered by contract number 5604 Old Oregon Trail, Baker-Pleasant Valley Section in Baker County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By *Geo Stephens*
Public Records Section

GS:FK
Enc.

NOTED
FLOYD QUERY



NOTICE OF CLAIMSECRETARY OF STATESALEMOREGONCONTRACT NO. OSHC 5604

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of Three Thousand four hundred nine and 05/100

Dollars against the bond taken from Keystone Construction Co., Inc. (\$ 3409.05)
635 N. Maint St. (P.O. Box 55) Prineville, Oregon, as principal,
American Insurance Co., 15 Washington St. Newark 1, New Jersey, as surety for
 the work of Grading covered by contract number 5604 Old Oregon Trail, Baker - Pleasant
Valley Section in Baker County, Oregon

Said claim is for petroleum products furnished Keystone Construction
Company, Inc. in the construction of said
 above described job.

In event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of One
Thousand One hundred thirty five and no/100 (\$ 1135.00)
 Dollars, as attorney's fees and costs.

Dated this 30th day of July, 19 62.

STATE OF WASHINGTON

COUNTY OF KING

FILED

JUL 31 1962
 HOWELL APPLING, JR.
 SECRETARY OF STATE

E. M. Parra

SHELL OIL COMPANY

By

Division Credit Manager

says: that the above statement and claim is just, true and correct; that the material therein charged was actually furnished as therein stated and that no part of the same has been paid, and the material therein charged was for the benefit of said principal and surety, ~~and~~ American Insurance Company, and State of Oregon.

By

Division Credit Manager

19 62.

Subscribed and sworn to before me this 30th day of July.

cc: Oregon State Highway Commission
 Cole, Clark & Cunningham, Inc.
 American Insurance Co.
 Keystone Construction Co.
 CR-74 (11/60)

L.W. Taylor
 Notary Public State of Washington

RECEIVED
 JUL 31 1962
 HOWELL APPLING, JR.
 SECRETARY OF STATE

(080) 251 175 006



SHELL OIL COMPANY

NORTHWEST DIVISION

SHELL BUILDING

1219 WESTLAKE AVE. NORTH

SEATTLE 11, WASHINGTON

July 30, 1962

Subject: Keystone Construction Co., Inc.
P. O. Box 55, Prineville, Oregon
OSHC 5604

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

In connection with the Oregon revised Statutes relating to Public Contracts governing the filing of Claims, labor, material and supplies furnished, we attach our Claim against Keystone Construction Company, Incorporated, in the amount of \$3,409.05 for petroleum supplies furnished to this company in connection with the prosecution of work on OSHC 5604, Old Oregon Trail, Baker-Pleasant Valley Section, Baker County, Oregon.

An acknowledgment that this Claim has been received and filed against this job will be appreciated. For your convenience in sending this to us, a business reply envelope is enclosed.

Very truly yours,


E. M. Farra
Credit Manager

CFB:pm
Attachments

cc:Certified Mail-R.R.R.:
Oregon State Highway Commission
Salem, Oregon

Cole, Clark & Cunningham, Inc.
Agent of American Insurance Co.
222 S.W. Fourth Ave., Portland 4, Ore.

American Insurance Company
15 Washington St., Newark 1, N. Y.

Keystone Construction Company, Inc.
P. O. Box 55, Prineville, Oregon

NOTED
FLOYD QUERY



NOTICE OF CLAIM

SECRETARY OF STATE

SALEM

OREGON

CONTRACT NO. OSHC 5604

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of Three Thousand four hundred nine and 05/100

Dollars against the bond taken from Keystone Construction Co., Inc. (\$ 3409.05)
635 N. Main St. (P O Box 55) Prineville, Oregon., as principal,
and American Insurance Co., 15 Washington St. Newark 1. New Jersey, as surety for
the work of Grading covered by contract number 5604 Old Oregon Trail, Baker-Pleasant
Valley Section in Baker County, Oregon

Said claim is for petroleum products furnished Keystone Construction
Company, Inc. in the construction of said
above described job.

In event said claim is not settled and paid without an action in the courts
to enforce the same, in addition to above item, undersigned claims the sum of One
Thousand One hundred thirty five and no/100 (\$1135.00)
Dollars, as attorney's fees and costs.

Dated this 30th day of July, 19 62.

SHELL OIL COMPANY

By E. M. Farra

Division Credit Manager

STATE OF WASHINGTON)
COUNTY OF KING) ss.

E. M. FARRA

, being sworn upon oath deposes and
says: that the above statement and claim is just, true and correct; that the material
therein charged was actually furnished as therein stated and that no part of the same
has been paid, and the material therein charged was for the benefit of said principal
and surety, ~~and~~ American Insurance Company, and State of Oregon.

By E. M. Farra

Division Credit Manager

Subscribed and sworn to before me this 30th day of July, 19 62.

cc: Oregon State Highway Commission
Cole, Clark & Cunningham, Inc.
American Insurance Co.
Keystone Construction Co.

CR-74 (11/60)

L. W. Taylor
Notary Public State of Washington

I-80N-7(1) Baker-Pleasant Valley Sec., 1962
306 Old Oregon Trail Hwy., (Grad.)
#560L Folder # 5

RECEIVED
MAR 23 1967

18-1-11
5604

Salem, Oregon
March 23, 1967

Mr. L. H. Young
Office Engineer

Baker-Pleasant Valley Section
Contract 5604

Office

On rechecking the above contract, I find:

Total General Excavation	3,361,032.3 cu. yds.
Paid on Est. Item 5	-3,342,539.2
P.A. #12	<u>18,439.1 cu. yds.</u>
Total Short Haul	13,786,043
Paid on Est. Item 6	13,682,385
P.A. #12	<u>103,658 yd. stas.</u>
Total Long Haul	561,828.9
Paid on Est. Item 7	548,704.2
P.A. 12	<u>13,124.7 C-yd. stas.</u>

Note: On my check 2-1/2 years ago, I found 102,166 short and 13,148.8 long, a difference of \$1.87.

Ted Boehme
Checking Engineer

TB:la

Monthly transaction number <u>6-19.6</u>	FO R-2A (15-3 71)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State <u>Oregon</u>
Project report number <u>16</u>	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT (PPM 21-7) <u>6-18-65</u>		County <u>Baker</u>
			Project number <u>I-80N-7(1)306</u>

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on August 14, 19 62, is hereby modified as follows:

Revised estimated total cost of project	\$ <u>1,928,586.62</u>
Revised Federal funds	\$ <u>1,761,448.52</u>
Other revisions	

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 18 day of June, 19 65.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By M. Klaboe

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

XXY A. W. Parsons
(Division Engineer)

By: L. R. Backlund
Administrative Manager

May 17, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by a Highway official for each of the following federal-aid projects:

I-5-1(13)00 ✓	Neil Cr.-California State Line
I-5-1(57)14 ✓	N. Ashland Interchange-S. Ashland Interchange
I-5-2(39)92 ✓	Canyonville-Canyon Creek Pass
I-5-3(16)145 ✓	Rice Hill-N. Oakland Jet.
I-5-6(5)298 ✓	Lowell Street-S.W. 11th Ave.
I-80N-2(22)33 ✓	Dodson-Bonneville
ERFO-101(1) ✓	Lowell-The Dalles California Hwy. Jet.
U-205(11) ✓	N. Klamath Falls Interchange
S-522(2) ✓	Fish Lake-Drake Creek

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:ia

cc: C. H. Maison

RECEIVED
JUL 22 1963

Monthly transaction number

Form 2A
(5-31-57)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

to

Oregon

FOR FILING

Project report number

MODIFICATION OF FEDERAL-AID
PROJECT AGREEMENT

County

Baker

Project number

I-80N-7(1)306

12

The Project Agreement for the above-referenced project entered into between
the undersigned parties and executed by the Division Engineer on August 14,

19 62, is hereby modified as follows:

Revised estimated total cost of project \$ 1,877,586.00

Revised Federal funds \$ 1,727,000.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full
force and effect.

This modification is effective as of the 18 day of July, 19 63.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Asst. State Highway Engineer
(Title)

By

(Title)

By

(Title)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By

A. W. Parsons

Division Engineer

By: L. R. Backlund

Administrative Manager

July 16, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of
project agreement, signed by a Highway official, for the
Baker-Pleasant Valley Section, Project No. I-60M-7(1)306.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RHC :bb

June 6, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for modification of project agreement for the Baker-Pleasant Valley Section, Project No. I-80N-7(1)306.

The estimate has been revised to include all work which was retained in P.S. & E. Status.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:er

Oregon State Highway Department

Federal-Aid
Project No. I-80M-7(1)306

BAKER-PLEASANT VALLEY SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN BAKER COUNTY

(Estimate as a basis for modification of project agreement. Based on low bid prices.)

Salem, Oregon, June 6, 1963

Type Code 0010

Roadway (Sta. 136+71.33 to Sta. 725+00)(Contract No. 5604)

Clearing and Grubbing	All Required	\$	30,000.00
Drainage Excavation, Unclassified	4,900 cu.yds.	\$ 1.00	4,900.00
Structural Excavation, Unclassified	350 cu.yds.	1.50	525.00
Embankment Foundation Excavation, Unclassified	34,400 cu.yds.	0.50	17,200.00
General Excavation, Unclassified	3,829,000 cu.yds.	0.23	880,670.00
Short Overhaul	16,781,000 yd.stas.	0.005	83,920.00
Long Overhaul	576,200 C-yd.stas.	0.24	138,288.00
Finishing Roadbed and Slopes	9.99 miles	500.00	4,995.00
Rounding Cutbanks	31,000 lin.ft.	0.15	4,650.00
12-inch Corrugated Metal Pipe	210 lin.ft.	3.50	735.00
15-inch Corrugated Metal Pipe	1,200 lin.ft.	4.35	5,220.00
18-inch Corrugated Metal Pipe	3,700 lin.ft.	5.00	18,500.00
24-inch Corrugated Metal Pipe	1,300 lin.ft.	7.00	9,100.00
30-inch Corrugated Metal Pipe	190 lin.ft.	8.50	1,615.00
36-inch Corrugated Metal Pipe	560 lin.ft.	12.50	7,000.00
48-inch Corrugated Metal Pipe, 10 Gage	790 lin.ft.	18.50	14,615.00
8-inch Perforated Metal Pipe	5,100 lin.ft.	2.35	11,985.00
6-inch Metal Pipe	110 lin.ft.	1.90	209.00
Special Backfill in Drains	1,100 cu.yds.	6.00	6,600.00
Salvaging Culvert Pipe	220 lin.ft.	2.50	550.00
15-inch Culvert End Sections	14 only	36.35	508.90
18-inch Culvert End Sections	20 only	33.75	675.00
90-inch Structural Plate Pipe, Station 337+18	All Required		20,608.00
90-inch Structural Plate Pipe, Station 374+10	All Required		21,469.60
Miscellaneous Metal in Debris Barrier	6,700 lbs.	0.20	1,340.00
Class "A" Concrete in Box Culverts	1,700 cu.yds.	60.00	102,000.00
Metal Reinforcement in Box Culverts	290,000 lbs.	0.135	39,150.00
Class "A" Concrete in Walls	98 cu.yds.	50.00	4,900.00
Metal Reinforcement in Walls	9,500 lbs.	0.14	1,330.00

Oregon State Highway Department

-2-

Federal-Aid
Project No. I-90N-7(1)306

Concrete Inlets, Type "D"	3 only	\$200.00	\$ 600.00
Salvaging Metal Guard Rail	660 lin.ft.	3.00	1,980.00
Metal Guard Rail	2,500 lin.ft.	3.10	7,750.00
Type 2 Barricade	300 lin.ft.	3.10	930.00
Type 1 Fence	6,800 rods	4.75	32,300.00
Type 2 Fence	660 rods	5.00	3,300.00
14' x 48" Metal Gates	2 only	90.00	180.00
16' x 48" Metal Gates	4 only	120.00	480.00
Loose Riprap	4,500 cu.yds.	1.50	6,750.00
Coarse Crushed Material in Base	9,800 cu.yds.	2.70	26,460.00
3/4" - 0 Material in Base	2,550 cu.yds.	3.00	7,650.00
Sprinkling	8,800 H-gals.	3.00	26,400.00
Preparation of Base	All Required		3,000.00
3/4" - 0 Material in Binder Course	180 cu.yds.	3.10	558.00
Furnishing and Placing Aggregates	910 cu.yds.	4.00	3,640.00
MC-2 Asphalt	30 tons	41.55	1,246.50
120-150 Asphalt	68 tons	39.30	2,672.40
RS-1 Asphalt	22 tons	39.10	860.20
			<u>\$1,560,015.60</u>
Flagging (57 1/2% of Contractor's Cost)	All Required	\$	5,000.00
Seeding and Mulching	All Required		9,370.00
Signing (Temporary)	All Required		1,500.00
Salvaging Truck Scale and House	All Required		<u>5,000.00</u>
		\$	20,870.00
<u>Utilities</u>			
Work by Idaho Power Co.	All Required	\$	31,000.00
Work by Pacific Tel. & Tel. Co.	All Required		6,300.00
Work by California Pacific Utilities	All Required		9,000.00
Work by El Paso Natural Gas Co.	All Required		50,000.00
Work by U.P.R.R. Company	All Required		<u>29,711.00</u>
		\$	126,011.00
Subtotal		\$1,706,896.60	
10% Engr. & Cont.		<u>170,689.40</u>	
Total		\$1,877,586.00	

Oregon State Highway Department

-3-

Federal-Aid

Project No. I-30N-7(1)306

Length of Roadway - - - - - 9.992 miles
Length of 1 Structure - - - - - 0.027 mile (exceptions)
Length of 2 Structures - - - - - 0.179 mile (exceptions)
Total Length - - - - - 10.198 miles
Cost of Roadway per mile - - - - - \$187,908.92

Federal Funds - - - - - \$1,727,000.00
State Funds - - - - - 150,586.00
\$1,877,586.00

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.

State Funds for Maint.: Chap. 529, laws 1939.

BAKER-PLEASANT VALLEY SECTION

Project No. I-ACW-7(1)306

Estimated cost of work by Idaho Power Company.

R.O.W.	Right of Way	\$ 250.00
Material	Excavation and backfill	17,984.00
Labor	Excavation and backfill	15,519.00
Equipment	Excavation and backfill	4,361.00
Salvage Credit		<u>6,899.00 Cr.</u>
		\$31,215.00
	Use	\$31,000.00

Estimated cost of work by the California Pacific Utilities Company.

Labor		\$ 6,516.33
Transportation		50.00
Materials		3,321.37
Salvage Credit		<u>500.00 Cr.</u>
		\$ 9,417.70
	Use	\$ 9,000.00

Estimated costs of work by the Pacific Telephone and Telegraph Company.

Labor		\$ 3,825.00
Material		1,900.00
Equipment		650.00
Right of Way		200.00
Salvage Credit		<u>300.00 Cr.</u>
		\$ 6,275.00
	Use	\$ 6,300.00

Estimated cost of work by the El Paso Natural Gas Company.

Contract Work		\$21,960.65
Labor and Equipment		7,710.00
Material		18,862.14
Miscellaneous		7,588.20
Salvage Credit		<u>8,371.23 Cr.</u>
		\$50,749.76
	Use	\$50,000.00

BAKER-PLEASANT VALLEY SECTION

Project No. I-90N-7(1)306

Estimated cost of work by Idaho Power Company.

R.O.W.	\$ 250.00
Material	17,984.00
Labor	15,519.00
Equipment	4,361.00
Salvage Credit	<u>6,899.00 Cr.</u>
	\$31,215.00
Use	\$31,000.00

Estimated cost of work by the California Pacific Utilities Company.

Labor	\$ 5,516.33
Transportation	50.00
Materials	3,321.37
Salvage Credit	<u>500.00 Cr.</u>
	\$ 9,417.70
Use	\$ 9,000.00

Estimated costs of work by the Pacific Telephone and Telegraph Company.

Labor	\$ 3,825.00
Material	1,900.00
Equipment	650.00
Right of Way	200.00
Salvage Credit	<u>300.00 Cr.</u>
	\$ 6,275.00
Use	\$ 6,300.00

Estimated cost of work by the El Paso Natural Gas Company.

Contract Work	\$21,960.65
Labor and Equipment	7,710.00
Material	18,862.14
Miscellaneous	7,588.20
Salvage Credit	<u>8,371.23 Cr.</u>
	\$50,749.76
Use	\$50,000.00

Estimated cost of work by the
Union Pacific Railroad Company.

*Item 2.	Furnish labor and material for temporary and permanent rearrangement of signals and communications lines (64%).	\$29,352.00
*Item 3.	Furnish labor and material for rearrangement of right of way fence (64%).	359.00
Item 6.	Furnish labor and material to reconstruct and maintain private crossing across tracks for temporary haul and access roads.	<u>1,000.00</u>
		\$29,711.00

Note: Balance of Items 2 and 3 will be charged to Project No. I-80N-7(7)312.

RECEIVED
MONTHLY TRANSACTIONS NO.

FOR FILING

PROJECT REPORT NO.

FORM PR-2
(REV. 6-61)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

Form Approved; Budget Bureau No. 41-R2089

STATE

Oregon

COUNTY

Baker

PROJECT NO.

I-80H-7(1)306

FEDERAL-AID PROJECT AGREEMENT
(PPM 21-7)

The State, through its Highway Department, having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code, Highways, (2) the Regulations issued pursuant thereto by the Secretary of Commerce and, (3) the policies and procedures promulgated by the Federal Highway Administrator relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein, the balance of the estimated total cost being an obligation of the State. Such obligation of Federal funds extends only to project costs incurred by the State after the Bureau of Public Roads authorization to proceed with the project involving such costs.

PROJECT TERMINI

U.S. 30, 1.5 mi. S. of S.C.L. Baker E.

PROJECT CLASSIFICATION OR CLASS OF WORK

EFFECTIVE DATE
OF AUTHORIZATION

APPROXIMATE
LENGTH (Miles)

HIGHWAY PLANNING

PRELIMINARY ENGINEERING

RIGHTS-OF-WAY

CONSTRUCTION

9-23-58

9.992

OTHER (Specify)

FUNDS

ESTIMATED TOTAL COST OF PROJECT

\$ 1,844,904.00

FEDERAL FUNDS

\$ 1,697,000.00

The State further stipulates that pursuant to said Title 23, Regulations, and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT

(Official name of Highway Department)

By

Assistant State Highway Engineer

(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

By

A. W. Parsons

(Division Engineer)

By

L. R. Backlund, Administrative Manager

Date executed by
Division Engineer

August 14, 1962

August 9, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N.E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement
signed by a Highway official for the Baker-Pleasant Valley
Section, Project No. I-80N-7(1)306.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

For L. H. Young
Office Engineer

RNC:mmmb

July 23, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
for project agreement for the Baker-Pleasant Valley Section,
Project No. L-SON-7(1)306.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

ENC:rb

Oregon State Highway Department

Federal-Aid
Project No. L-008-7(1)506

BAKER-PLEASANT VALLEY SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN BAKER COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 23, 1962

Type Code 0010

Roadway (Sta. 166+71.83 to Sta. 725+00) (Contract No. 5604)

Clearing and Grubbing	All Required		\$	30,000.00
Drainage Excav., Unclass.	4,900 cu.yd.	\$1.00		4,900.00
Structural Excav., Unclass.	350 cu.yd.	1.50		525.00
Embankment Foundation, Excav., Unclassified	34,400 cu.yd.	0.50		17,200.00
General Excav., Unclass.	3,829,000 cu.yd.	0.23		880,670.00
Short Overhaul	16,784,000 yd.sta.	0.005		83,920.00
Long Overhaul	576,200 C-yd.sta.	0.24		138,288.00
Finishing Roadbed & Slopes	9.99 mile	500.00		4,995.00
Reinforcing Outbanks	31,000 lin.ft.	0.15		4,650.00
12-inch Corr. Metal Pipe	210 lin.ft.	3.50		735.00
15-inch Corr. Metal Pipe	1,200 lin.ft.	4.35		5,220.00
18-inch Corr. Metal Pipe	3,700 lin.ft.	5.00		18,500.00
24-inch Corr. Metal Pipe	1,300 lin.ft.	7.00		9,100.00
30-inch Corr. Metal Pipe	190 lin.ft.	8.50		1,615.00
36-inch Corr. Metal Pipe	560 lin.ft.	12.50		7,000.00
48-inch Corr. Metal Pipe, 10 Gage	790 lin.ft.	18.50		14,615.00
8-inch Perforated Metal Pipe	5,100 lin.ft.	2.35		11,985.00
6-inch Metal Pipe	110 lin.ft.	1.90		209.00
Special Backfill in Drains	1,100 cu.yd.	6.00		6,600.00
Salvaging Culvert Pipe	220 lin.ft.	2.50		550.00
15-inch Culvert End Sections	14 only	36.35		508.90
18-inch Culvert End Sections	20 only	33.75		675.00
90-inch Structural Plate Pipe, Sta. 337+18	All Required			20,608.00
90-inch Structural Plate Pipe, Sta. 374+10	All Required			21,469.60
Miscellaneous Metal in Debris Barrier	6,700 lb.	0.20		1,340.00
Class "A" Concrete in Box Culv.	1,700 cu.yd.	60.00		102,000.00
Metal Reinforcement in Box Culv.	290,000 lb.	0.135		39,150.00
Class "A" Concrete in Walls	98 cu.yd.	50.00		4,900.00
Metal Reinforcement in Walls	9,500 lb.	0.14		1,330.00
Concrete Inlets, Type "D"	3 only	200.00		600.00
Salvaging Metal Guard Rail	660 lin.ft.	3.00		1,980.00
Metal Guard Rail	2,500 lin.ft.	3.10		7,750.00
Type 2 Barriade	300 lin.ft.	3.10		930.00
Type 1 Fence	6,800 rod	4.75		32,300.00
Type 2 Fence	660 rod	5.00		3,300.00

14' x 48" Metal Gates	2 only	990.00	\$	180.00
16' x 48" Metal Gates	4 only	120.00		480.00
Loose Riprap	4,500 cu.yd.	1.50		6,750.00
Coarse Crushed Material in Base	9,800 cu.yd.	2.70		26,460.00
3/4" - 0 Material in Base	2,550 cu.yd.	3.00		7,650.00
Sprinkling	8,000 M-gal.	3.00		24,000.00
Preparation of Base	All Required			3,000.00
3/4" - 0 Material in Binder Course	180 cu.yd.	3.10		558.00
Furnishing and Placing Aggregates	910 cu.yd.	4.00		3,640.00
MC-2 Asphalt	30 ton	41.55		1,246.50
120-150 Asphalt	68 ton	39.30		2,672.40
RS-1 Asphalt	22 ton	39.10		860.20
				<u>\$1,580,015.60</u>

Flagging (57 1/2% of Contractor's Cost)	All Required	\$	5,000.00
Work by Idaho Power Co.	All Required		31,000.00
Work by Pacific Tel. & Tel. Co.	All Required		6,300.00
Work by California Pacific Utilities	All Required		9,000.00
Seeding and Mulching	All Required		9,370.00
Work by El Paso Natural Gas Co.	All Required		50,000.00
Signing (Temporary)	All Required		1,500.00
Salvaging Truck Scale and House	All Required		<u>5,000.00</u>

Subtotal	\$1,677,185.60
10% Engr. & Cont.	<u>167,718.40</u>
Total	<u>\$1,844,904.00</u>

Length of Roadway - - - - - 9.992 Miles
 Length of 1 Structure - - - 0.027 Mile (Exception)
 Length of 2 Structures - - - 0.179 Mile (Exception)
 Total Length - - - - - 10.198 Miles
 Cost of Roadway Per Mile - - \$184,638.11

Federal Funds - - - - -	\$1,697,000.00
State Funds - - - - -	<u>147,904.00</u>
	<u>\$1,844,904.00</u>

State Funds for Const.: Chap. 179, Laws 1917; Chap. 31, Laws 1920;
 Chap. 529, Laws 1939.
 State Funds for Maint.: Chap. 529, Laws 1939.

Work Retained in PB & E Status

Description	Total Cost	Federal Funds
Work by UPRR Company (Signal Lines)	\$3,465.00	\$3,000.00

BAKER-PLEASANT VALLEY SECTION

PROJECT NO. I-234-7(1)206

Estimated cost of work by Idaho Power Company.

ROW	\$ 250.00
Material	17,984.00
Labor	15,519.00
Equipment	4,361.00
Salvage Credit	6,899.00 Cr.
	<u>\$31,213.00</u>
<u>USE</u>	\$31,000.00

Estimated cost of work by the California Pacific Utilities Company.

Labor	\$ 6,546.33
Transportation	50.00
Materials	3,321.37
Salvage Credit	300.00 Cr.
	<u>\$ 9,817.70</u>
<u>USE</u>	\$ 9,000.00

Estimated costs of work by the Pacific Telephone and Telegraph Company.

Labor	\$ 3,825.00
Material	1,900.00
Equipment	650.00
Right of Way	200.00
Salvage Credit	300.00 Cr.
	<u>\$ 6,275.00</u>
<u>USE</u>	\$ 6,300.00

Estimated cost of work by the El Paso Natural Gas Company.

Contract Work	\$24,960.65
Labor and Equipment	7,710.00
Material	18,862.14
Miscellaneous	7,588.20
Salvage Credit	8,371.23 Cr.
	<u>\$50,749.76</u>
<u>USE</u>	\$50,800.00

Oregon State Highway Department

Federal Aid
Project No. I-82-7(1)³⁰⁶36

BAKER-PLEASANT VALLEY SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, August 25, 1958

Type Code 0010

Roadway (Sta. 186+71.83 to Sta. 719+50)

Clearing and Grubbing	All Required	\$	\$	10,000.00
Drainage Excavation, Unclassified	4,200 cu. yds.	3.00		12,600.00
Structural Excavation, Unclassified	310 cu. yds.	5.00		1,550.00
Embankment Foundation Excavation, Unclassified	34,400 cu. yds.	.50		17,200.00
General Excavation, Unclassified	3,845,000 cu. yds.	.36		1,384,200.00
Short Overhaul	16,000,000 yd. stas.	.0075		120,000.00
Long Overhaul	540,000 C-yd. stas.	.30		162,000.00
Finishing Roadbed and Slopes	9.91 miles	1,200.00		11,892.00
Rounding Cutbanks	31,000 lin. ft.	.20		6,200.00
12-inch Corrugated Metal Pipe	200 lin. ft.	3.75		750.00
15-inch Corrugated Metal Pipe	680 lin. ft.	4.25		2,890.00
18-inch Corrugated Metal Pipe	3,720 lin. ft.	5.00		18,600.00
24-inch Corrugated Metal Pipe	1,390 lin. ft.	7.50		10,425.00
30-inch Corrugated Metal Pipe	190 lin. ft.	10.00		1,900.00
36-inch Corrugated Metal Pipe	420 lin. ft.	14.50		6,090.00
48-inch Corrugated Metal Pipe	560 lin. ft.	24.00		13,440.00
48-inch Corrugated Metal Pipe, 10 Gage	230 lin. ft.	27.00		6,210.00
8-inch Perforated Metal Pipe	2,330 lin. ft.	2.50		5,825.00
Special Backfill in Drains	540 cu. yds.	6.00		3,240.00
Salvaging Culvert Pipe	220 lin. ft.	3.00		660.00
15-inch Culvert End Sections	8 only	32.00		256.00
18-inch Culvert End Sections	24 only	35.00		840.00
90-inch Structural Plate Pipe, Sta. 337+18	All Required			32,250.00
90-inch Structural Plate Pipe, Sta. 374+10	All Required			33,150.00
Class "A" Concrete in Box Culverts	2,200 cu. yds.	50.00		110,000.00
Metal Reinforcement in Box Culverts	398,500 lbs.	.14		55,790.00
Class "A" Concrete in Walls	70 cu. yds.	60.00		4,200.00
Metal Reinforcement in Walls	6,800 lbs.	.14		952.00
Concrete Inlets, Type "D"	3 only	75.00		225.00
Metal Guard Rail	500 lin. ft.	3.00		1,500.00
Type 1 Fence	6,660 rods	4.50		29,970.00
Type 2 Fence	540 rods	5.50		2,970.00
14"x48" Metal Gates	3 only	80.00		240.00
16"x48" Metal Gates	7 only	100.00		700.00
Loose Riprap	1,400 cu. yds.	3.00		4,200.00

Project No. I-82-7(1)36

Page 2

Coarse Crushed Material in Base	16,000 cu. yds.	\$ 2.25	\$ 36,000.00
3/4" - 0 Material in Base	2,900 cu. yds.	2.50	7,250.00
Sprinkling	4,300 H-gals.	3.00	12,900.00
Preparation of Base	All Required		4,000.00
3/4" - 0 Material in Binder Course	190 cu. yds.	4.00	760.00
Furnishing and Placing Aggregates	700 cu. yds.	4.25	2,975.00
MC-2 Asphalt	30 tons	50.00	1,500.00
120-150 Asphalt	50 tons	50.00	2,500.00
RS-1 Asphalt	24 tons	55.00	<u>1,320.00</u>

Flagging (57 1/2% of Contractor's Cost)	All Required	\$2,142,120.00
Work by Idaho Power Co.	All Required	6,000.00
Work by Pacific Tel. & Tel. Co.	All Required	10,000.00
Work by California Pacific Utilities Co.	All Required	18,000.00
Seeding and Mulching	All Required	10,000.00
Work by Northwest Pipe Line Co.	All Required	14,125.00
		<u>56,000.00</u>

Subtotal \$2,256,245.00
 10% Engr. & Cont. 225,624.50

Total \$2,481,869.50

Length of Roadway 9.904 Miles
 Length of 3 Structures 0.189 Mile (Exceptions)
 Total Length 10.093 Miles
 Cost of Roadway Per Mile \$250,592.63

Federal Funds ----- \$2,292,000.00
 State Funds ----- 189,869.50
 \$2,481,869.50

Oregon State Highway Department

Federal Aid
Project No. I-80N-7(1)306

BAKER-PLEASANT VALLEY SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, November 24, 1958

Type Code 0010

Roadway (Sta. 186+71.83 to Sta. 719+50)

Clearing and Grubbing	All Required	\$	\$	10,000.00
Drainage Excavation, Unclassified	4,450 Cu. Yds.	3.00		13,350.00
Structural Excavation, Unclassified	260 Cu. Yds.	5.00		1,300.00
Embankment Foundation Excavation, Unclassified	34,400 Cu. Yds.	0.50		17,200.00
General Excavation, Unclassified	3,864,000 Cu. Yds.	0.36		1,391,040.00
Short Overhaul	16,500,000 Yd. Sta.	0.0075		123,750.00
Long Overhaul	533,800 C-Y-Sta.	0.30		160,140.00
Finishing Roadbed and Slopes	9.81 Miles	1,200.00		11,772.00
Rounding Cutbanks	31,000 Lin. Ft.	0.20		6,200.00
12-Inch Corrugated Metal Pipe	200 Lin. Ft.	3.75		750.00
15-Inch Corrugated Metal Pipe	980 Lin. Ft.	4.25		4,165.00
18-Inch Corrugated Metal Pipe	3,770 Lin. Ft.	5.00		18,850.00
24-Inch Corrugated Metal Pipe	1,380 Lin. Ft.	7.50		10,350.00
30-Inch Corrugated Metal Pipe	190 Lin. Ft.	10.00		1,900.00
36-Inch Corrugated Metal Pipe	560 Lin. Ft.	14.50		8,120.00
48-Inch Corrugated Metal Pipe, 10 Gage	570 Lin. Ft.	27.00		15,390.00
8-Inch Perforated Metal Pipe	2,800 Lin. Ft.	2.50		7,000.00
6-Inch Metal Pipe	110 Lin. Ft.	2.00		220.00
Special Backfill in Drains	640 Cu. Yds.	6.00		3,840.00
Salvaging Culvert Pipe	220 Lin. Ft.	3.00		660.00
15-Inch Culvert End Section	12 Only	32.00		384.00
18-Inch Culvert End Section	24 Only	35.00		840.00
90-Inch Structural Plate Pipe Station 337+18	All Required			32,250.00
90-Inch Structural Plate Pipe Station 371+10	All Required			33,150.00
Class "A" Concrete in Box Culverts	2,230 Cu. Yds.	50.00		111,500.00
Metal Reinforcement in Box Culverts	402,400 Lbs.	0.14		56,336.00
Class "A" Concrete in Walls	80 Cu. Yds.	60.00		4,800.00
Metal Reinforcement in Walls	7,200 Lbs.	0.14		1,008.00
Concrete Inlets Type "D"	3 Only	75.00		225.00
Metal Guard Rail	800 Lin. Ft.	3.00		2,400.00

Oregon State Highway Department
Baker-Pleasant Valley Section

-2-

Federal Aid
Project No. I-808-7(1)306

Type 1 Fence	6,660 Rods	\$ 4.50	\$ 29,970.00
Type 2 Fence	540 Rods	5.50	2,970.00
14' x 48" Metal Gates	3 Only	80.00	40.00
16' x 48" Metal Gates	7 Only	100.00	700.00
Loose Riprap	1,400 Cu. Yds.	3.00	4,200.00
Coarse Crushed Material in Base	16,000 Cu. Yds.	2.25	36,000.00
3/4" - 0 Material in Base	2,900 Cu. Yds.	2.50	7,250.00
Sprinkling	4,300 H-Gals.	3.00	12,900.00
Preparation of Base	All Required		4,000.00
3/4" - 0 Material in Binder Course	190 Cu. Yds.	4.00	760.00
Furnishing and Placing Aggregates	700 Cu. Yds.	4.25	2,975.00
MC-2 Asphalt	30 Tons	50.00	1,500.00
120-150 Asphalt	50 Tons	50.00	2,500.00
R3-1 Asphalt	24 Tons	55.00	1,320.00
			<u>\$2,156,175.00</u>
Flagging (57% of Contractor's Cost)	All Required		6,000.00
Work by Idaho Power Company	All Required		58,500.00
Work by Pacific Tel. & Tel. Co.	All Required		1,500.00
Work by California Pacific Utilities Company	All Required		4,000.00
Seeding and Mulching	All Required		14,125.00
Work by Northwest Pipe Line Co.	All Required		56,000.00
Work by U. P. R. R. Co. (Signal Line)	All Required		3,150.00
			<u>\$2,299,450.00</u>
	Subtotal		229,945.00
	10% Ingr. & Cont.		
	Total		<u>\$2,529,395.00</u>

Length of Roadway	9.904 Miles
Length of 1 Structure	0.021 Miles 0.171
Length of 3 Structures	0.165 Miles (Exception)
Total Length	10.093 Miles
Cost of Roadway Per Mile	\$ 255,391.25

Federal Funds	\$2,336,000.00
State Funds	193,395.00
	<u>\$2,529,395.00</u>

Oregon State Highway Department

Federal Aid
Project No. I-80N-7(1)306

BAKER-PLEASANT VALLEY SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, January 29, 1960

Type Code 0010

Roadway (Sta. 186+71.83 to Sta. 725+00)

Clearing and Grubbing	All Required	\$	\$	10,000.00
Drainage Excavation, Unclassified	4,500 cu. yds.	3.00		13,500.00
Structural Excavation, Unclassified	350 cu. yds.	5.00		1,750.00
Embankment Foundation Excavation, Unclassified	34,400 cu. yds.	0.50		17,200.00
General Excavation, Unclassified	3,829,000 cu. yds.	0.36		1,378,440.00
Short Overhaul	16,784,000 yd. sta.	0.0075		125,880.00
Long Overhaul	576,200 C-yd.sta.	0.30		172,860.00
Finishing Roadbed and Slopes	9.99 miles	1,200.00		11,988.00
Rounding Cuthanks	31,000 lin. ft.	0.20		6,200.00
12-inch Corrugated Metal Pipe	210 lin. ft.	3.75		787.50
15-inch Corrugated Metal Pipe	1,200 lin. ft.	4.25		5,100.00
18-inch Corrugated Metal Pipe	3,700 lin. ft.	5.00		18,500.00
24-inch Corrugated Metal Pipe	1,300 lin. ft.	7.50		9,750.00
30-inch Corrugated Metal Pipe	190 lin. ft.	10.00		1,900.00
36-inch Corrugated Metal Pipe	560 lin. ft.	14.50		8,120.00
48-inch Corrugated Metal Pipe, 10 Gage	790 lin. ft.	27.00		21,330.00
8-inch Perforated Metal Pipe	2,800 lin. ft.	2.50		7,000.00
6-inch Metal Pipe	110 lin. ft.	2.00		220.00
Special Backfill in Drains	640 cu. yds.	6.00		3,840.00
Salvaging Culvert Pipe	220 lin. ft.	3.00		660.00
15-inch Culvert End Sections	14 only	45.00		630.00
18-inch Culvert End Sections	20 only	50.00		1,000.00
90-inch Structural Plate Pipe, Sta. 337+18	All Required			32,250.00
90-inch Structural Plate Pipe, Sta. 374+10	All Required			33,150.00
Miscellaneous Metal in Debris Barrier	6,700 lbs.	0.30		2,010.00
Class "A" Concrete in Box Culverts	1,700 cu. yds.	50.00		85,000.00
Metal Reinforcement in Box Culverts	290,000 lbs.	0.14		40,600.00
Class "A" Concrete in Walls	98 cu. yds.	60.00		5,880.00
Metal Reinforcement in Walls	9,500 lbs.	0.14		1,330.00
Concrete Inlets, Type "D"	3 only	90.00		270.00
Salvaging Metal Guard Rail	660 lin. ft.	2.25		1,485.00
Metal Guard Rail	2,500 lin. ft.	3.00		7,500.00
Type 2 Barricade	300 lin. ft.	4.50		1,350.00
Type 1 Fence	6,800 rod	5.00		34,000.00
Type 2 Fence	660 rod	6.00		3,960.00
14' x 48" Metal Gates	2 only	80.00		160.00

16' x 48" Metal Gates	4 only	\$100.00	\$ 400.00
Loose Riprap	4,500 cu. yds.	3.00	13,500.00
Coarse Crushed Material in Base	9,800 cu. yds.	2.50	24,500.00
3/4" - 0 Material in Base	2,550 cu. yds.	2.75	7,012.50
Sprinkling	4,500 M-gal.	3.00	13,500.00
Preparation of Base	All Required		1,000.00
3/4" - 0 Material in Binder Course	180 cu. yds.	4.50	810.00
Furnishing and Placing Aggregates	910 cu. yds.	4.50	4,095.00
MC-2 Asphalt	30 tons	50.00	1,500.00
120-150 Asphalt	68 tons	50.00	3,400.00
RS-1 Asphalt	22 tons	55.00	1,210.00
			<u>\$2,136,528.00</u>
Flagging (57 1/2% of Contractor's Cost)	All Required		5,000.00
Work by Idaho Power Co.	All Required		58,500.00
Work by Pacific Tel. & Tel. Co.	All Required		1,500.00
Work by California Pacific Utilities Co.	All Required		4,000.00
Seeding and Mulching	All Required		9,370.00
Work by El Paso Natural Gas Co.	All Required		56,000.00
Work by UPRR Co. (Signal Line)	All Required		3,150.00
Signing (Temporary)	All Required		1,500.00
Salvaging Truck Scale and House	All Required		<u>5,000.00</u>
	Subtotal		\$2,280,548.00
	10% Engr. & Cont.		228,054.00
	Total		<u>\$2,508,602.00</u>

Length of Roadway - - - - - 9.992 Miles
 Length of 1 Structure - - - - 0.027 Mile
 Length of 2 Structures - - - - 0.179 Miles (Exception)
 Total Length - - - - - 10.198 Miles
 Cost of Roadway Per Mile - - - \$251,061.04

Federal Funds - - - - -	\$2,308,000.00
State Funds - - - - -	200,602.00
	<u>\$2,508,602.00</u>

Oregon State Highway Department

Federal Aid
Project No. I-80N-7(1)306

BAKER-PLEASANT VALLEY SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 3, 1960

Type Code 0010

Roadway (Sta. 186+71.83 to Sta. 725+00)

Clearing and Grubbing	All Required	\$	10,000.00
Drainage Excavation, Unclassified	4,900 cu. yds.	3.00	14,700.00
Structural Excavation, Unclassified	350 cu. yds.	5.00	1,750.00
Embankment Foundation Excavation, Unclassified	34,400 cu. yds.	0.50	17,200.00
General Excavation, Unclassified	3,829,000 cu. yds.	0.36	1,378,440.00
Short Overhaul	16,784,000 yd. sta.	0.0075	125,880.00
Long Overhaul	576,200 C-yd.sta.	0.30	172,860.00
Finishing Roadbed and Slopes	9.99 miles	1,200.00	11,988.00
Rounding Cutbanks	31,000 lin. ft.	0.20	6,200.00
12-inch Corrugated Metal Pipe	210 lin. ft.	3.75	787.50
15-inch Corrugated Metal Pipe	1,200 lin. ft.	4.25	5,100.00
18-inch Corrugated Metal Pipe	3,700 lin. ft.	5.00	18,500.00
24-inch Corrugated Metal Pipe	1,300 lin. ft.	7.50	9,750.00
30-inch Corrugated Metal Pipe	190 lin. ft.	10.00	1,900.00
36-inch Corrugated Metal Pipe	560 lin. ft.	14.50	8,120.00
48-inch Corrugated Metal Pipe, 10 Gage	790 lin. ft.	27.00	21,330.00
8-inch Perforated Metal Pipe	5,100 lin. ft.	2.50	12,750.00
6-inch Metal Pipe	110 lin. ft.	2.00	220.00
Special Backfill in Drains	1,100 cu. yds.	6.00	6,600.00
Salvaging Culvert Pipe	220 lin. ft.	3.00	660.00
15-inch Culvert End Sections	14 only	45.00	630.00
18-inch Culvert End Sections	20 only	50.00	1,000.00
90-inch Structural Plate Pipe Sta. 337+18	All Required		32,250.00
90-inch Structural Plate Pipe Sta. 371+10	All Required		33,150.00
Miscellaneous Metal in Debris Barrier	6,700 lbs.	0.30	2,010.00
Class "A" Concrete in Box Culverts	1,700 cu. yds.	50.00	85,000.00
Metal Reinforcement in Box Culverts	290,000 lbs.	0.14	40,600.00
Class "A" Concrete in Walls	98 cu. yds.	60.00	5,880.00
Metal Reinforcement in Walls	9,500 lbs.	0.14	1,330.00
Concrete Inlets, Type "D"	3 only	90.00	270.00
Salvaging Metal Guard Rail	660 lin. ft.	2.25	1,485.00
Metal Guard Rail	2,500 lin. ft.	3.00	7,500.00
Type 2 Barricade	300 lin. ft.	4.50	1,350.00
Type 1 Fence	6,800 rods	5.00	34,000.00
Type 2 Fence	660 rods	6.00	3,960.00

Oregon State Highway Department

-2-

Federal Aid
Project No. I-80H-7(1)306

14' x 48" Metal Gates	2 only	\$80.00	\$	160.00
16' x 48" Metal Gates	4 only	100.00		400.00
Loose Riprap	4,500 cu. yds.	3.00		13,500.00
Coarse Crushed Material in Base	9,800 cu. yds.	2.50		24,500.00
3/4" - 0 Material in Base	2,550 cu. yds.	2.75		7,012.50
Sprinkling	4,500 H-gals.	3.00		13,500.00
Preparation of Base	All Required			1,000.00
3/4" - 0 Material in Binder Course	180 cu. yds.	4.50		810.00
Furnishing and Placing Aggregates	910 cu. yds.	4.50		4,095.00
MC-2 Asphalt	30 tons	50.00		1,500.00
120-150 Asphalt	68 tons	50.00		3,400.00
RS-1 Asphalt	22 tons	55.00		1,210.00
				<u>\$2,146,238.00</u>
Flagging (57 1/2% of Contractor's Cost)	All Required			5,000.00
Work by Idaho Power Co.	All Required			58,500.00
Work by Pacific Tel. & Tel. Co.	All Required			1,500.00
Work by California Pacific Utilities Co.	All Required			4,000.00
Seeding and Mulching	All Required			9,370.00
Work by El Paso Natural Gas Co.	All Required			56,000.00
Work by UPRR Co. (Signal Line)	All Required			3,150.00
Signing (Temporary)	All Required			1,500.00
Salvaging Truck Scale and House	All Required			<u>5,000.00</u>
	Subtotal			\$2,290,258.00
	10% Engr. & Cont.			<u>229,025.00</u>
	Total			<u>\$2,519,283.00</u>

Length of Roadway - - - - - 9.992 Miles
 Length of 1 Structure - - - 0.027 Mile
 Length of 2 Structures - - - 0.179 Mile (Exception)
 Total Length - - - - - 10.198 Miles
 Cost of Roadway Per Mile - - \$252,130.00

Federal Funds - - - - -	\$2,317,000.00
State Funds - - - - -	<u>202,283.00</u>
	<u>\$2,519,283.00</u>

Oregon State Highway Department

Federal Aid
Project No. I-80N-7(1)306

BAKER-PLEASANT VALLEY SECTION OF THE
OLD OREGON TRAIL HIGHWAY IN BAKER COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 16, 1960

Type Code 0010

Roadway (Sta. 186+71.83 to Sta. 725+00)

Clearing and Grubbing	All Required		\$ 10,000.00
Drainage Excavation, Unclassified	4,900 cu. yds.	\$ 3.00	14,700.00
Structural Excavation, Unclassified	350 cu. yds.	5.00	1,750.00
Embankment Foundation Excavation, Unclassified	34,400 cu. yds.	0.50	17,200.00
General Excavation, Unclassified	3,829,000 cu. yds.	0.36	1,378,440.00
Short Overhaul	16,784,000 yd. stas.	0.0075	125,880.00
Long Overhaul	576,200 C-yd. Stas.	0.30	172,860.00
Finishing Roadbed and Slopes	9.99 miles	1,200.00	11,988.00
Rounding Cutbanks	31,000 lin. ft.	0.20	6,200.00
12-inch Corrugated Metal Pipe	210 lin. ft.	3.75	787.50
15-inch Corrugated Metal Pipe	1,200 lin. ft.	4.25	5,100.00
18-inch Corrugated Metal Pipe	3,700 lin. ft.	5.00	18,500.00
24-inch Corrugated Metal Pipe	1,300 lin. ft.	7.50	9,750.00
30-inch Corrugated Metal Pipe	190 lin. ft.	10.00	1,900.00
36-inch Corrugated Metal Pipe	560 lin. ft.	14.50	8,120.00
48-inch Corrugated Metal Pipe, 10 Gage	790 lin. ft.	27.00	21,330.00
8-inch Perforated Metal Pipe	5,100 lin. ft.	2.50	12,750.00
6-inch Metal Pipe	110 lin. ft.	2.00	220.00
Special Backfill in Drains	1,100 cu. yds.	6.00	6,600.00
Salvaging Culvert Pipe	220 lin. ft.	3.00	660.00
15-inch Culvert End Sections	14 only	45.00	630.00
18-inch Culvert End Sections	20 only	50.00	1,000.00
90-inch Structural Plate Pipe Sta. 337+18	All Required		32,250.00
90-inch Structural Plate Pipe Sta. 374+10	All Required		33,150.00
Miscellaneous Metal in Debris Barrier	6,700 lbs.	0.30	2,010.00
Class "A" Concrete in Box Culverts	1,700 cu. yds.	50.00	85,000.00
Metal Reinforcement in Box Culverts	290,000 lbs.	0.14	40,600.00
Class "A" Concrete in Walls	98 cu. yds.	60.00	5,880.00
Metal Reinforcement in Walls	9,500 lbs.	0.14	1,330.00
Concrete Inlets, Type "D"	3 only	90.00	270.00
Salvaging Metal Guard Rail	660 lin. ft.	2.25	1,485.00
Metal Guard Rail	2,500 lin. ft.	3.00	7,500.00
Type 2 Barricade	300 lin. ft.	4.50	1,350.00
Type 1 Fence	6,800 rods	5.00	34,000.00
Type 2 Fence	660 rods	6.00	3,960.00
14' x 48' Metal Gates	2 only	80.00	160.00
16' x 48' Metal Gates	4 only	100.00	400.00

Oregon State Highway Department

-2-

Federal Aid
Project No. I-80N-7(1)306

Loose Riprap	4,500 cu. yds.	\$ 3.00	\$ 13,500.00
Coarse Crushed Material in Base	9,800 cu. yds.	2.50	24,500.00
3/4" - 0 Material in Base	2,550 cu. yds.	2.75	7,012.50
Sprinkling	8,800 M-gals.	3.00	26,400.00 ^{26400.00}
Preparation of Base	All Required		1,000.00
3/4" - 0 Material in Binder Course	180 cu. yds.	4.50	810.00
Furnishing and Placing Aggregates	910 cu. yds.	4.50	4,095.00
MC-2 Asphalt	30 tons	50.00	1,500.00
120-150 Asphalt	68 tons	50.00	3,400.00
RS-1 Asphalt	22 tons	55.00	1,210.00

Flagging (57 1/2% of Contractor's Cost)	All Required		\$2,159,138.00
Work by Idaho Power Co.	All Required		5,000.00
Work by Pacific Tel. & Tel. Co.	All Required		53,500.00
Work by California Pacific Utilities Co.	All Required		1,500.00
Seeding and Mulching	All Required		4,000.00
Work by El Paso Natural Gas Co.	All Required		9,370.00
Work by U.P. RR. Co. (Signal Line)	All Required		56,000.00
Signing (Temp.)	All Required		3,150.00
Salvaging Truck Scale & House	All Required		1,500.00
			5,000.00

Subtotal	\$2,303,158.00
10% Engr. & Cont.	<u>230,315.00</u>

Total	\$2,533,473.00
-------	----------------

Length of Roadway 9.992 Miles
 Length of 1 Structure 0.027 Miles (Exception)
 Length of 2 Structures 0.179 Miles (Exception)
 Total Length. 10.198 Miles
 Cost of Roadway Per Mile. . . \$253,550.14

Federal Funds	\$2,317,000.00
State Funds	<u>216,473.00</u>
	\$2,533,473.00

2

5614

00-35,3

— — — — —

1. The first group of people who are interested in the study of the history of the world are the historians. They are the people who write the books that tell us about the past. They are the people who try to understand what happened in the past and why it happened. They are the people who try to find out what the world was like in the past and what it is like now. They are the people who try to tell us about the world and its history.

AD-100-7(1950)

U.S. Department of Justice
Federal Bureau of Investigation

1. The first part of the report is a general introduction to the project, which includes a statement of the problem, the objectives of the study, and a brief description of the methodology used.

[illegible]

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

DATE: 10/10/2010

NOTED
LLOYD P. SHAW

1-10-64
12-10-64

RECEIVED
SEP 21 1964

FORM 2-30 50M 2-63 49607
FOR FILING

5704

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

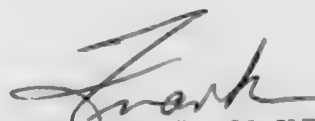
September 16, 1964

Salem, Oregon

SUBJECT: Claims of Keystone
Construction Co., Inc.
Contract Nos. 5604 and 5769

To: Mr. Floyd Query
Secretary
State Highway Building
Salem, Oregon

Please find enclosed herewith for the Commission's files
a complete release from the Keystone Construction Company with
respect to the above numbered contracts.


FRANK C. McKINNEY
Chief, Office Section

FCMcK:kr

Enclosure

cc Mr. L. I. Lindas

FILED
FLOYD QUERY

FCMcK:jw
9/9/64

RELEASE

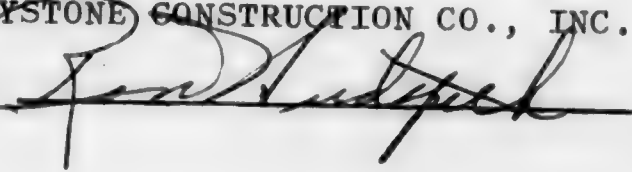
WHEREAS, the undersigned, KEYSTONE CONSTRUCTION CO., INC., an Oregon corporation, hereinafter referred to as "Contractor," entered into and completed a highway construction contract with the STATE OF OREGON, by and through its State Highway Commission, for the construction of the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, pursuant to Contract No. 5604, and for the grading and paving of the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County, pursuant to Contract No. 5769; and

WHEREAS, a dispute arose between State and Contractor with respect to the total sum of State's final estimate which was prepared by State upon the completion of said contracts; and

WHEREAS, as a result of various discussions and negotiations between State and Contractor, said dispute has now been resolved and it is the desire of State and Contractor that Contractor release and discharge State from any and all past, present or future claims resulting from or under said contracts;

NOW, THEREFORE, for and in consideration of FIFTEEN THOUSAND FIVE HUNDRED FIFTY-NINE and 71/100 (\$15,559.71) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, Keystone Construction Co., Inc., Contractor under Oregon State Highway Contract No. 5604 and No. 5769, does hereby release, remise and forever discharge the State of Oregon, by and through its State Highway Commission, from any and all claims, past, present or future, at law or in equity, arising out of Contractor's construction of the Baker-Pleasant Valley Section of the Old Oregon Trail Highway pursuant to said State Highway Contract No. 5604 and the grading and paving of the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway in Baker County pursuant to Contract No. 5769.

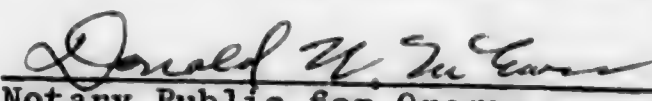
KEYSTONE CONSTRUCTION CO., INC.

By 

STATE OF OREGON)
) ss.
County of Multnomah)

On this 11 day of September, 1964, before me a Notary Public in and for said county and state, appeared RON HUDSPETH, to me personally known, who being duly sworn, did say that he, the said RON HUDSPETH, is the Secretary of Keystone Construction Co., Inc., an Oregon corporation, and that the said instrument was signed in behalf of said corporation by authority of its board of directors, and said RON HUDSPETH acknowledged the said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year last above written.


Notary Public for Oregon
My Commission Expires: 3-14-66

RECEIVED
SEP 21 1964

FORM E-30X 50M 2-63 49808

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

Sept. 16, 1964

SUBJECT: AGENDA ITEM

To: Mr. G. E. Rohde
Assistant Counsel

Claims of Keystone Construction Co.
Contract Nos. 5604 and 5769

B u i l d i n g

At the next Commission meeting the Commission should probably approve our final settlement in the above case in the sum of \$15,559.71. It is my understanding that this amount was approved by one of the Commissioners per a telephone conversation of September 15, 1964. I assume that this must be considered a legal settlement rather than a revised final estimate, inasmuch as the settlement is \$1,039.76 in excess of the amount that can be supported by job estimates.

In May of 1963 the above mentioned company made a claim for \$403,960 as additional compensation for the performance of the above mentioned contracts. The claim was then investigated both by our department and by consulting engineers for the claimant. As a result of the two investigations it was determined that we did owe some money to the company, a portion of which included 22 days of penalty time in the sum of \$6,600.

Based on a field engineering estimate it was determined that we possibly owed the company \$15,559.71. The Construction Division then notified the company's attorney that we would recommend a settlement for that figure. By letter the company's attorney accepted the settlement figure for all past, present and future claims under the two contracts. Subsequently, upon reauditing by our Office Engineers, it was determined that they could not support the above mentioned figure by \$1,039.76.

Upon the question being raised by Messrs. Decker and Shaw, I informed them we had made an offer of settlement, that it had been accepted, and that we could not now withdraw our original offer and tender a lesser sum merely because it

Mr. G. E. Rohde
Sept. 16, 1964
Page 2

could not be supported by our Office Engineers. Our payment was mailed to Keystone's attorney on September 16, 1964.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:ks

cc: F. D. Morgan
Lloyd P. Shaw



RECEIVED
SEP 21 1964

COMMISSIONERS
FOR FILING
GLENN JACKSON, MAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

September 16, 1964

CERTIFIED MAIL

Mr. Donald W. McEwen
Attorney at Law
1408 Standard Plaza
Portland, Oregon 97204

Re: Claims of Keystone
Construction Co., Inc.
Contract Nos. 5604 and 5769

Dear Don:

Thank you for your letter of September 11, which enclosed the Releases and voucher.

Please find enclosed herewith State Warrant No. 524776 in the sum of \$15,559.71 in satisfaction of your client's claim.

Our accounting department informed me that they could not split the payment as you requested, since they did not have a signed assignment from Keystone to your firm.

I trust this will complete the matter; and if I can be of any further assistance in the future, please let me know.

Yours very truly,

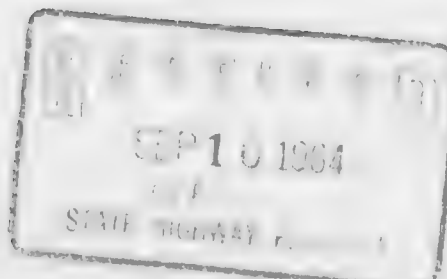
L. I. LINDAS
Chief Counsel

By
FRANK C. McKINNEY
Chief, Office Section

FCMcK:kr

Enclosure

cc Mr. Lloyd P. Shaw
Mr. P. D. Morgan
Mr. L. I. Lindas
Mr. C. H. Maison
Mr. James P. Bodie



NOTED
LLOYD P. SHAW

RECEIVED
SEP 21 1964

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 14, 1964

SUBJECT: **Claims of Keystone Construction Co.**
Contract Nos. 5604 and 5769

To: **Mr. C. H. Maison**
Controller
Accounting Department
Building

Attention Mr. Don Taylor

Please find enclosed herewith three signed copies of the Release and one copy of the voucher form. Also enclosed is a copy of Donald W. McEwen's letter concerning the same.

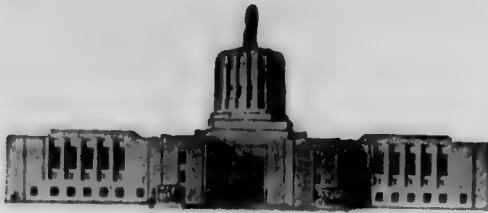
It would be deeply appreciated if you could make payment as rapidly as possible, and I assume the check will be forwarded by you together with the reply to Mr. McEwen's letter.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:kr
Enclosures

cc **Mr. Lloyd P. Shaw**
Mr. F. D. Morgan
Mr. L. I. Linds

RECEIVED
 COMMISSIONERS
 SEP 22 1964
 GLENN L. JACKSON, CHAIRMAN
 MEDFORD
 KENNETH N. FRIDLEY, MEMBER
 WESCO
 FOR FILING
 DAVID B. SIMPSON, MEMBER
 PORTLAND



STATE OF OREGON
 STATE HIGHWAY DEPARTMENT
 SALEM 97310

September 10, 1964

RECEIVED
 SEP 10 1964
 LEGAL & RIGHT OF WAY

Cake, Jaureguy, Hardy, Butler & McEwen
 Attorneys at Law
 1408 Standard Plaza
 Portland, Oregon 97204

Re: Claims of Keystone Construction
 Company, Contract Nos.
 5604 and 5769

Attention: Mr. Donald W. McEwen

Dear Don:

Thank you for your letter of September 4, enclosing the Assignment by The American Insurance Company to Keystone Construction. The same has been forwarded to our accounting division for their files.

Please find enclosed herewith 4 copies of our Release form, together with our payment voucher form. Please have signed and returned 3 copies of the Release, and you may retain the 4th for your files. Also have signed and returned the voucher form, which can be signed by any authorized agent for Keystone Construction.

As soon as the above forms are returned, our accounting department will process the voucher as rapidly as possible.

Mr. Jim Bodie of Prineville has advised me that John and Fred Hudspeth are supposed to arrive in Portland tomorrow and thought they would be staying at the Benson Hotel. He suggested you might contact them there to expedite the Release and voucher forms.

Very truly yours,

L. I. LINDAS
 Chief Counsel

By
 FRANK C. McKINNEY
 Chief, Office Section

FCMcK:jr
 Encls.

cc: Lloyd P. Shaw
 F. D. Morgan
 L. I. Lindas
 C. H. Maison
 Mr. Jim Bodie
 P. O. Box 356
 Prineville, Oregon

RECEIVED
SEP 8 - 1964

FORM E-30X-SOM-7-64 SP-6230-734

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 3, 1964

SUBJECT: Claim of Keystone Construction
Company, Inc., for Additional
Compensation on Contract No. 5604
Baker-Pleasant Valley Section
Old Oregon Trail Highway

To: Mr. Lloyd P. Shaw
Asst. State Highway Engineer
Building

Please find attached hereto two copies of a Release
covering claim settlement for the above-named contractor.

The contractor should execute and return one copy
of the Release for our file and may keep the other copy for
their records.

I assume that you will notify the contractor of the
Commission's action when forwarding the Release, and will also
make arrangements for the payment of the claim.

FRANK C. McKINNEY
Chief, Office Section

FCMcK:jr
Encls.

cc: R. L. Porter
F. D. Morgan
L. I. Lindas
A. H. Johansen
A. F. Parson



RECEIVED
AUG 28 1964

FOR FILING

7-11-64
5604

August 27, 1964

Keystone Const. Co. Inc.,
P. O. Box 55
Prineville
Oregon

Gentlemen:

The State Highway Commission, at its meeting on August 27, 1964, considered your request for 22 additional workdays to complete contract #5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail in Baker County.

After considering the recommendation of the Engineer and other available information, the Commission granted you the 22 additional workdays without assessment of liquidated damages.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: A. F. Parson
Rob Cameron
Frank Morgan
Bureau of Public Roads
L. H. Young
C. H. Malone

RECEIVED
AUG - 4 1964

FOR FILING

August 3, 1964

Oregon State Highway Commission

Request for Extension of Time
No. 4
August 27, 1964 Meeting

Gentlemen:

We have received a request for an extension of time on the Baker-Pleasant Valley grading project on the Old Oregon Trail Highway in Baker County. This project, Contract No. 5604, was under contract to Keystone Construction Company of Prineville.

The request is for 22 workdays and is supported by the fact that the last 22 workdays charged on the project were charged while only Extra Work by force account remained to be done. This time extension is part of a claim settlement on the project. After approval of the requested 22-day extension, there will still be 95 days liquidated damages assessed.

Your approval of the time extension is recommended. The Bureau of Public Roads has concurred in this extension.

This matter will be presented at the August 27 meeting.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachment

cc Floyd Query
R. L. Porter
Lloyd P. Shaw
Victor D. Wolfe
F. D. Morgan
L. H. Young
C. H. Maison

CHB:bjm bbc

RECEIVED
SEP 25 1964

OREGON STATE HIGHWAY COMMISSION

Contractors Request
for
Increase in Number of Workdays
to
Complete Construction Contract

Oregon State Highway Commission
Salem, Oregon

Date June 25, 1964

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 238 days to 260 days, within which to complete our Contract No. 5604, without the assessment of liquidated damages. The said contract is described as follows: Baker-Pleasant Valley grading project on the Old Oregon Trail Highway in Baker County.

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:

The last 22 workdays charged were charged while only Extra Work (Force Account) remained to be done.

APPROVED BY HIGHWAY COMMISSION
DATE Aug 27, 1964 for 22 days
Floyd R. King
Secretary

Respectfully submitted,

KEYSTONE CONSTRUCTION CO., INC.
Contractor

By Fred Anderson, Jr.

CONSENT OF SURETY

Date July 10, 1964

We, The American Insurance Company

as
surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

James Masterson
Attorney-in-fact

(SEAL)

Resident Agent

OREGON STATE HIGHWAY COMMISSION

Engineers Recommendation Regarding
Contractors Request

for

Increase in Number of Workdays

to

Complete Construction Contract

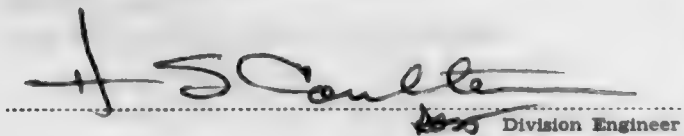
Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

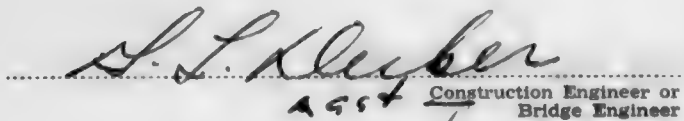
Contract No. 5604 Contractor Keystone Construction Co., Inc.
Highway Old Oregon Trail
Section Baker-Pleasant Valley
Kind of Work Grading

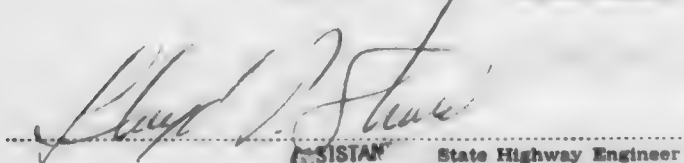
It is recommended that the request for increase in the number of workdays within which to complete said contract be ~~NOT~~ GRANTED. The reasons for such recommendation are as follows: (reasons given) FOR INCREASE IN WORKDAYS:

As requested by contractor.

Recommended for Approval:


Division Engineer


Construction Engineer or
Bridge Engineer


ASSISTANT State Highway Engineer

Contract No. 5604
Project designation I-80N-7(1)306
State-Federal
Date awarded March 10, 1960
Work started March 29, 1960
Per cent completed 100 August 28, 1962
Date
No. of Workdays Allowed 238
No. of Workdays Used 355
No. of Added Workdays Requested 22

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 30, 1964

To: Mr. L. P. Shaw
Assistant State Highway Engineer

SUBJECT: Extension of Time
Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract No. 5604

BUILDING

L

Attached is a request for a time extension on this project which is a part of the claim settlement on the job. The extension agreed upon in a meeting between the State and the contractor's representatives is 22 workdays. The last 22 workdays charged on the project were charged while only force account work remained to be done.

This extension will increase the allowable workdays from 238 to 260, but there will still be 95 days liquidated damages because a total of 355 workdays were charged. The Bureau of Public Roads has approved this extension by a letter dated July 2, 1964.

Your approval of the extension is recommended. Only 2 original copies of the extension form are attached because of the retaining of copies by the various legal representatives involved. Xerox copies of the completed form can be made for distribution to the various State offices.

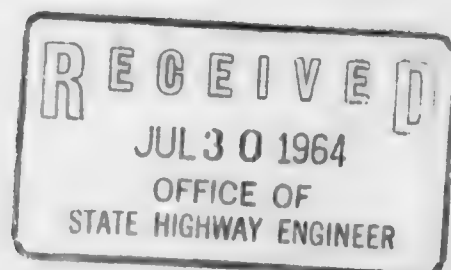
A rough draft to the Commission is attached.

F. D. Morgan
Construction Engineer

By *G. L. Decker*
G. L. Decker
Assistant Construction Engineer

CHB:bjm
Attachments

cc: L. H. Young



RECEIVED
JUL 28 1964

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

I-80N-7(1)306

Salem, Oregon

July 21, 1964

To: MEMO TO THE FILES

SUBJECT: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract No. 5604
Keystone Construction Company Claim

Mr. Shaw's letter of June 10 to Mr. Donald W. McEwen of Cake, Jaureguy, Hardy, Buttler & McEwen, legal counsel for the contractor, offered settlement of contractor's claim against the subject contract. The amount offered was \$15,559.71 and involved 4 items as follows:

1. 18,493.1 cu. yds of Excavation	@ \$0.23	\$ 4,253.41
2. 298,169 Y. Stas. of S.O.H.	@ \$0.005	1,490.85
3. 13,397.7 C.Y. Stas. of L.O.H.	@ \$0.24	3,215.45
4. 22 days Extension of Time	@ \$300.00	<u>6,600.00</u>
TOTAL		\$15,559.71

The above figures were determined after careful reworking and check by field forces. They were accepted as correct. The field was instructed to prepare a revised semi-final estimate to reflect the above allowances for items 1, 2 and 3. However, the revised semi-final as returned, and after check by Office Engineering, shows the allowance for item 1 to remain the same, but items 2 and 3 to have been reduced as follows:

2. 102,166 Y. Stas. of S.O.H.	@ \$0.005	\$ 510.83
3. 13,148.8 C.Y. Stas. of L.O.H.	@ \$0.24	3,215.45

This results in an amount of \$1,039.76 which cannot be supported by job records in settling this claim.

After discussion with Mr. McKinney of Legal the following was determined:

1. We were obligated to settle for the offered amount of \$15,559.71, since this was a bona-fide offer, accepted by the contractor's legal counsel.

MEMO TO THE FILES

-2-

July 22, 1964

2. The settlement would be a legal settlement, by which the total offered amount could be handled without complete support of job records on items 2 and 3.

In the meantime, the request for extension of time in the amount of 22 days is being processed with concurrence of the Bureau of Public Roads at hand.

ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:bjm

cc: L. P. Shaw
L. H. Young
A. F. Parson
Ted E. Boehme
F. C. McKinney



RECEIVED
JUL 28 1964

FOR FILING

I-30N-7(1)306

Mr. Forrest Cooper, State Hwy. Engineer
Salem, Oregon
Attn. Mr. C. H. Maison, Controller

A. W. Parsons, Division Engineer
Salem, Oregon

Original signed by July 21, 1964
L. R. Backlund
Admin. Manager 08-35.5

By: L. R. Backlund
Administrative Manager

Report on Audit of Oregon Project I-30N-7(1)306
Baker-Pleasant Valley Section
Audit Report 65-641-4
El Paso Natural Gas Company

Attached are two copies of the findings relating to the audit of the subject claim.

Findings No. 1 and No. 2 relating to work done prior to authorization is based on the information shown on the fiscal review sheet that Preliminary Engineering was authorized on February 11, 1960. This date covers our approval of the P.S. & E. documents and authorization to advertise. This project was programed in 1958 and included utility adjustments. Preliminary Engineering on this section was also authorized in 1958. A statement identifying the applicable Federal-aid project and authorization date for Preliminary Engineering will eliminate the basis for the finding and serve as justification for participation when submitting the voucher.

Regarding Finding No. 3, the auditor discussed this with a Mr. W. Barker in the Data Department of Gas Sales, who conferred with Mr. Lewis, Accounting Supervisor. It was agreed that the billing represents an overcharge which El Paso Natural Gas Co. is willing to correct.

We are retaining the copy of the bill and fiscal review sheet in our files and are returning the remainder of the documents you submitted with your request for an assist audit.

NOTED
LLOYD P. SHAW

Orig. to Maison
with attachments
7-23-64

copy to going
7-28-64

RECEIVED
JUL 21 1964

FOR FILING

	RALPH M. CAKE
	NICHOLAS JAUREGUY
	HERBERT C. HARDY
	JOHN H. BUTTLER
	DONALD W. MCEWEN
	WILLIAM E. LOVE
	JONATHAN U. NEWMAN
	JOHN R. FAUST, JR.
	CLAUDE A. INGRAM, JR.
	JOSEPH J. HANNA, JR.

CAKE, JAUREGUY, HARDY, BUTTLER & MCEWEN
ATTORNEYS AT LAW
1408 STANDARD PLAZA
PORTLAND, OREGON 97204
226-7321

July 14, 1964

Mr. Lloyd P. Shaw
Assistant State Highway Engineer
State Highway Department
Salem, Oregon 97310

Re: Claim - Keystone Construction Company,
Inc.; Contract No. 5604, Baker-Pleasant
Valley

Dear Mr. Shaw:

This will acknowledge receipt of your letter of June 30, 1964 with which you transmitted an original and five copies of a form entitled, "Contractor's Request for Increase in Number of Workdays to Complete Construction Contract". Pursuant to your instructions we forwarded the same to Keystone's surety for execution. The original and one copy, signed by an attorney in fact of the American Insurance Company, is enclosed herewith.

To obtain execution of this document by the surety it was necessary to work with their local counsel, and they have advised that the surety only returned the original and one copy, together with the comment that if further copies were needed they could be photostated. It is our hope that the original and one copy, executed by both the contractor and the surety, will be sufficient for your needs.

Yours very truly,

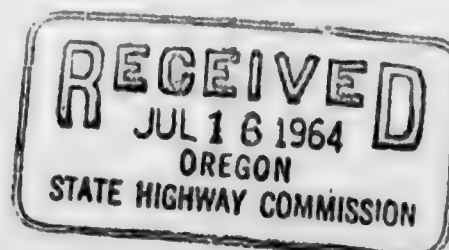
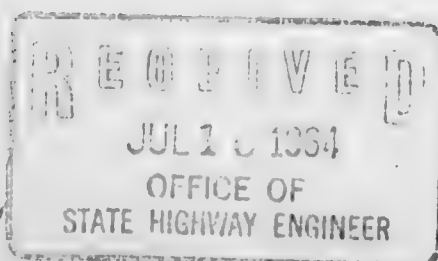
CAKE, JAUREGUY, HARDY, BUTTLER & MCEWEN

Donald W. McEwen
Donald W. McEwen

DWMCE:P
Encls.

NOTED
LLOYD P. SHAW

*original To Decker
with Time Extension
forms 7-20-64*



RECEIVED
JUL 7 1964

FOR

477 Cottage St. N.E.
Salem, Oregon 97301

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

Original signed by
A. W. Parsons
Div. Engineer

July 2, 1964

08-35.4-DA

A. W. Parsons, Division Engineer
Salem, Oregon

Oregon I-50N-7(1)306
Baker-Pleasant Valley Section
Contract #3604

This office concurs with your request for a 22 day time extension as explained in Mr. Decker's letter dated June 26, 1964.

*original to Morgan
cc Young
7-6-64*

NOTED
LLOYD P. SHAW

RECEIVED
JUL 1 1964

FOR FILING

5604

June 30, 1964

Mr. Donald W. McEwen
Coke, Jauregui, Hardy, Battler & McEwen
Attorneys at Law
1408 Standard Plaza
Portland, Oregon 97204

Re: Claim - Keystone Construction
Company, Inc.
Contract No. 5604
Baker-Pleasant Valley

Dear Mr. McEwen:

This will acknowledge receipt of your letter of June 18, wherein you advised that Keystone Construction Company will accept in full settlement of the above claim the amount of \$15,559.71, as offered in our letter of June 10. This decision is appreciated.

To effect final settlement, certain routine and regular procedures must be carried to completion. A revised final estimate must be prepared reflecting the revised quantities of excavation, short overhaul, and long overhaul. The parties in our organization, who are responsible for this preparation, have been advised and this is being carried out.

To afford relief from liquidated damages in the amount of 22 days at \$300, or \$6,600, a regular form "Contractor's Request for Increase in Number of Workdays" must be submitted by the contractor. The original and five copies of this form have been completed for your convenience. In compliance with your request, they are being forwarded to your office; however, it will be noted the contractor's signature is required, along with consent of surety, before the form is in proper order for submission. It is assumed your office will arrange for completion of the form and its return to this office for consideration.

With the above data at hand, the Salem office can supply the release previously mentioned.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. D. Morgan
L. N. Young
L. I. Lindsay
F. C. McKinney
A. F. Parson
Enclosure

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

June 25, 1964

To: Mr. L. P. Shaw
Assistant State Highway Engineer

SUBJECT: Claim of Keystone Construction Company, Inc.,
for additional compensation on Contract
No. 5604, Baker-Pleasant Valley

BUILDING

L

We attach a suggested rough draft of reply to June 18 letter
of Donald W. McEwen of Cake, Jaureguy, Hardy, Buttler and McEwen regarding
the above claim. Contents have been checked with Legal.

F. D. Morgan
Construction Engineer

By



G.L. Decker
Assistant Construction Engineer

GLD:bjm
Attachment



COMMISSIONERS
GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 26, 1964

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street, N. E.
Salem, Oregon

Re: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract No. 5604

ATTENTION: Mr. Gordon R. Brooks

Dear Sir:

We have previously discussed the original claim in the amount of \$228,998.60 submitted by the contractor on the captioned project. This was denied in the absence of any supporting facts.

The contractor then retained a private engineering firm to re-appraise his position. In a meeting on April 30 a new approach to the claim was submitted for consideration.

This new approach presented four items of claim, short overhaul in the amount of \$1,570.46, long overhaul in the amount of \$14,863.20, excavation in the amount of \$4,064.56 and liquidated damages (56 days at \$300.00) in the amount of \$16,800.00 for a total of \$37,298.22.

After very careful review it was found the following can be justified:

1. 18,493.1 cu. yds. of excavation @ \$0.23 for	\$ 4,253.41
2. 298,169 Y. Stas. of S.O.H. @ \$0.005 for	1,490.85
3. 13,397.7 C. Y. Stas. of L.O.H. @ \$0.24 for	3,215.45
4. 22 days Extension of Time @ \$300.00	<u>6,600.00</u>

TOTAL \$15,559.71

An offer to settle for the above \$15,559.71 and a complete release from all other claims was made to the contractor's legal counsel. They have accepted this offer.

P. CHAW

Mr. A. W. Parsons

-2-

June 26, 1964

Discovery of an inadvertent summation error in earthwork quantities and a completely revised mass diagram substantiate our revised figures for excavation and haul. They will become a part of the final records.

With reference to workdays it is pertinent to recall that a request for a 125 day extension was made by the contractor under date of May 11, 1961. Only 38 days were allowed. Since the period involved and justifications considered at this time did not involve the last 22 days worked, the contractor has been asked, through his legal counsel, to submit a new request for an extension of time in the amount of 22 days covering the last days charged on the project, or all days charged on and after July 30, 1962. These days were charged according to policy and in an effort to expedite completion.

The records reveal that all work was completed as of July 30, 1962, except for Force Account work. With this being a valid reason for an extension of time we ask your concurrence in the granting of this 22 day extension. The contractor will still be penalized for 97 days overrun.

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer

GLD:bjm

cc: L. P. Shaw
L. H. Young



CAKE, JAUREGUY, HARDY, BUTTLER & MCEWEN

ATTORNEYS AT LAW

1408 STANDARD PLAZA

PORTLAND, OREGON 97204

226-7321

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
JOHN H. BUTTLER
DONALD W. MCEWEN
WILLIAM E. LOVE
JONATHAN U. NEWMAN
JOHN R. FAUST, JR.
CLAUD A. INGRAM, JR.
JOSEPH J. HANNA, JR.

June 18, 1964

State of Oregon
State Highway Department
Salem, Oregon 97310

Re: Claim of Keystone Construction Company,
Inc., for additional compensation on
Contract No. 5604 Baker-Pleasant Valley

Attention: Mr. Lloyd P. Shaw, Assistant State Highway Engineer

Dear Mr. Shaw:

This will acknowledge receipt of your letter of June 10, 1964 regarding the above-entitled claim of Keystone Construction Company. I have discussed the matter with representatives of Keystone Construction Company and particularly with Mr. James F. Bodie, counsel for Keystone and other Hudspeth ventures. Mr. Bodie advises me that Keystone Construction will accept in full settlement of the above claim the amount offered by the Commission in your letter of June 10, 1964, namely, the sum of \$15,559.71. Please forward to this office the release referred to in the last paragraph of your letter and any other documents necessary to effect this settlement.

We assume that the Commission was placed on notice of an assignment by Keystone Construction to American Insurance Company of any sums remaining due under these contracts, which assignment was dated January 24, 1963. Subsequent thereto, and on September 20, 1963, all of the claims so assigned were reassigned by the American Insurance Company to Keystone Construction Company. A copy of the reassignment is enclosed herewith for your files.

Yours very truly,

CAKE, JAUREGUY, HARDY, BUTTLER & MCEWEN

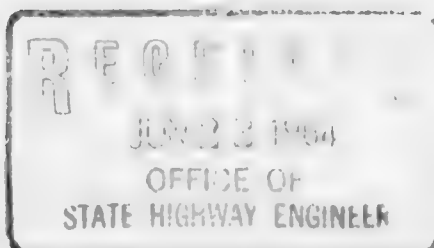
Donald W. McEwen
Donald W. McEwen

DWMcE:P

Encls.

cc: James F. Bodie

*copies To Decker
6-23-64*



ASSIGNMENT

WHEREAS, Keystone Construction Company, Inc., an Oregon corporation, did by instrument dated January 24, 1963, assign, transfer and set over unto The American Insurance Company, a New Jersey corporation, any and all contract balances, contract retainages, and any and all other moneys due, or to become due, to said Keystone Construction Company, Inc., from the State of Oregon, acting through its State Highway Commission, under Contract Nos. 5604 and 5769; and

WHEREAS, the indebtedness of Keystone Construction Company, Inc. to The American Insurance Company has been substantially reduced since the execution of the aforesaid assignment pursuant to an agreement between said companies; and

WHEREAS, said indebtedness will be further reduced and eventually fully paid as a result of the aforesaid agreement.

NOW, THEREFORE, The American Insurance Company for good and valuable consideration, receipt of which is hereby acknowledged, does hereby assign, transfer and set over unto Keystone Construction Company, Inc. all contract balances, contract retainages and any and all other moneys due, or to become due, to Keystone Construction Company, Inc. from the State of Oregon under and pursuant to the terms of the aforesaid contract.

The American Insurance Company has executed this assignment for the purpose of reassigning to Keystone Construction Company, Inc. all rights and claims heretofore assigned to The American Insurance Company by Keystone Construction Company, Inc.

by the aforesaid instrument dated January 24, 1963.

This Assignment is not to be construed as a release, discharge or satisfaction of any indebtedness owing to The American Insurance Company by the Keystone Construction Company, Inc. which exists as of the date of this instrument.

IN WITNESS WHEREOF, The American Insurance Company, a New Jersey corporation, has caused these presents to be executed by its officers pursuant to authority of its Board of Directors this 20 day of September, 1963.

THE AMERICAN INSURANCE COMPANY

By [Signature]
Its Vice President

By [Signature]
Its Ass't. Secretary

STATE OF New Jersey)
 : ss
County of Essex)

On this 20 day of September, 1963, before me the undersigned, a Notary Public in and for said County and State, personally appeared the within named Fred W. Perabo and B.J. Wiederkehr, both to me personally known, who being duly sworn, did say that he the said Fred W. Perabo is the Vice President and he, the said B.J. Wiederkehr is the Ass't. Secretary of The American Insurance Company, the within named corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and Fred W. Perabo and B.J. Wiederkehr acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]

Notary Public for NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES SEPT. 12, 1965
My commission expires:

KEYSTONE CONSTRUCTION CO., INC.
&
ASSOCIATES

PHONE HI 7-4131

PRINEVILLE, OREGON

P. O. BOX 55

June 10, 1964

re: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract #5604

State Highway Department
State of Oregon
Salem, Oregon 97310

Gentlemen:

You indicated in your letter of June 2, 1964 that we would have the results of the re-calculation of quantities on the above in our office no later than June 8th.

Since we have not received them, I have been asked to inquire if further complications have arisen.

Yours very truly,

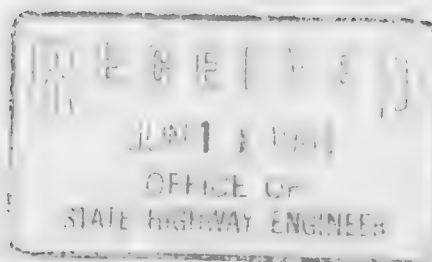
KEYSTONE CONSTRUCTION COMPANY, INC.,

BY:

L. M. Thorpe

L. M. THORPE, Accountant

LMP/w



copy to Decker
6-12-64

RECEIVED
JUN 11 1964

FOR FILING

1-44-30

June 10, 1964

Mr. Donald W. McKeen
Coke, Jauregui, Hardy, Battler & McKeen
Attorneys at Law
1408 Standard Plaza
Portland, Oregon 97204

Re: Claim of Keystone Construction
Company, Inc., for Additional
Compensation on Contract
No. 5604, Baker-Pleasant Valley

Dear Mr. McKeen:

Your April 29 letter concerning the above claim, outlined a new approach to the contractor's claim on Contract No. 5604, Baker-Pleasant Valley. The letter, along with other data, was presented to the Construction Division by Mr. Robert W. Dahlen of Hulsbeth Industries, Prineville, and Mr. Milton Herrin of Pettijohn Engineering Company, on April 30, 1964, at a meeting in the Construction Engineer's office in Salem.

During this meeting, the four items of the claim, 17,672 cubic yards of excavation, 314,091 yard stations of short overhaul, 41,930 "C" yard stations of long overhaul, and an extension of time in the amount of 56 days, were discussed at some length.

During the discussion, it was agreed that all claims would be given consideration and after review and analysis by the State, you would be advised of our findings. This review has been completed and our findings are as follows:

- (1) Excavation: 18,493.1 cubic yards of excavation was found to have been inadvertently excluded from the summary sheets. This amount at the bid price of \$0.23 per cubic yard for a total of \$4,253.41 can be allowed.
- (2) A completely revised mass diagram was made in an attempt to analyze the records submitted by Pettijohn Engineering Company. From this, it was found that 298,169 yard stations of short overhaul at the bid price of \$0.005 for a total of \$1,490.85 can be allowed for this item of claim.

Mr. Donald W. Nelson

2

June 10, 1964

(3) The revised mass diagram also justifies an allowance of 13,377.7 "C" yard stations of long over-haul at the bid price of \$0.24 for a total of \$3,215.45 on this item of claim.

(4) The reasons set forth for an extension of time have been previously considered and our position set forth in correspondence to the contractor; however, the last 22 days charged were days during which the work being performed was Force Account. Under these circumstances, a request for an extension of time in the amount of 22 days would be favorably considered. This would afford relief from liquidated damages in the amount of 22 days at \$300.00, or \$6,600.00.

The State is prepared to settle this claim with a complete release from your client for any and all other claims under the above contract on the basis of the totals of the above figures which is in the sum of \$15,559.71.

Will you please advise.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Lloyd P. Shaw
Assistant State Highway Engineer

cc Keystone Construction Company
Pettijohn Engineering Company
Forrest Cooper
R. L. Porter
F. D. Morgan
L. I. Lindas
Alan Johansen
A. F. Parson

GLD:bjm: ajw

COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310

June 2, 1964

Keystone Construction Company
Post Office Box 55
Prineville, Oregon

Gentlemen:

RE: Baker-Pleasant Valley Section
Old Oregon Trail Highway
Contract No. 5604

This will report the progress on re-calculation of quantities on the Baker-Pleasant Valley Section of the Old Oregon Trail Highway, Contract No. 5604.

Figures have been completed by the LaGrande Division Office, and results are expected here no later than June 3. A review by this office should be completed by the end of this week, with a further reply to your office no later than June 8.

NOTE: An evaluation of the Keystone claim has been made by the Division office; has been reviewed in Decker's office. The claims Keystone has made for haul have considerable justification and Legal now feels that permitting pay for haul requested would probably settle the claim out of Court. Decker is handling this matter with Legal.
June 26, 1964

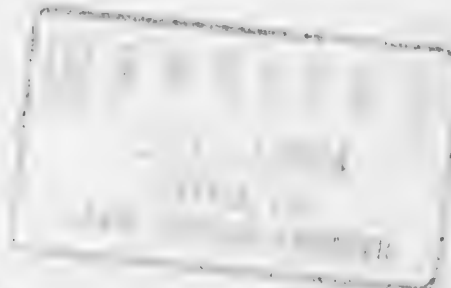
GLD:fp
cc Lloyd Shaw
A. F. Parson

Very truly yours,

F. D. Morgan
Construction Engineer

By ORIGINAL SIGNED by G. L. DECKER

G. L. Decker
Assistant Construction Engineer



NOTED
LLOYD P. SHAW

Salem, Oregon
May 12, 1964

Mr. F. D. Morgan
Construction Engineer
B u i l d i n g

On April 30, Keystone Construction Company, in connection with its job Contract 5604, Baker-Pleasant Valley, presented some revised thinking in regard to its claim. The revised data was presented by Pettijohn Engineering Company and was scaled down to something under \$40,000.

As I recall, there were several matters involving haul which required checking with the engineer's diary; also, there was apparently an omission in the final estimate of excavation quantities which was to be checked in the field.

Will you please see that these matters are checked promptly. It would appear that enough time has passed for the field efforts to be completed.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

CAKE, JAUREGUY, HARDY, BUTTLER & MCEWEN

ATTORNEYS AT LAW

1408 STANDARD PLAZA

PORTLAND, OREGON 97204

226-7321

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
JOHN H. BUTTLER
DONALD W. MCEWEN
WILLIAM E. LOVE
JONATHAN U. NEWMAN
JOHN R. FAUST, JR.
CLAUD A. INGRAM, JR.
JOSEPH J. HANNA, JR.

April 29, 1964

Mr. Forrest Cooper
State Highway Engineer
c/o State Highway Department
Salem, Oregon

Re: Claim of Keystone Construction Company
Inc. for additional compensation on
Contract No. 5604, Baker-Pleasant Valley,
and Contract No. 5769, Pleasant Valley-
Hill Creek

Dear Sir:

Reference is made to a claim heretofore filed on behalf of Keystone Construction Company. The claim is dated May 29, 1963 and seeks additional compensation for services performed on Contract No. 5604, Baker-Pleasant Valley, and Contract No. 5769, Pleasant Valley-Hill Creek.

The claim was prepared by the Superintendent of Keystone Construction Company. Because of the limited time available for the submission of the claim no other factual data could be submitted in support of the claim.

After submission of the claim, and on behalf of the contractor, this office wrote to you by letter dated June 27, 1963, offering to discuss and negotiate, if possible, a settlement of these claims. By letter dated July 2, 1963, your office replied and advised that a detailed review of the claims had been made, and that in your opinion, as a result of your study, there was nothing to negotiate.

Following receipt of your letter of July 2, 1963, a detailed and exhaustive study was made. This study was made by Pettijohn Engineering Company, employed by the contractor for that purpose. As a result of the study made by Pettijohn Engineering Company the contractor has concluded that only the items hereinafter discussed have sufficient merit to discuss negotiation. The items which the contractor feels are sufficient to negotiate for additional compensation will be briefly discussed hereinafter.

An examination of the Commission's records establishes

Mr. Forrest Cooper
State Highway Engineer
April 29, 1964
Page 2

that the Commission omitted from excavation work a total of 17,672 cubic yards. The excavation was general excavation and the area involved was the "B" line at the Encina Interchange. Your own records indicate a total of 25,566.7 cubic yards of material was removed from this area, and your records further establish that the contractor was paid for the removal of only 7,894.8 cubic yards.

The study made by Pettijohn Engineering Company establishes that the contractor was not compensated for a short overhaul of 314,091 yard stations, and was not compensated for a long overhaul of 61,930 "C" yard stations.

In addition to the excavation and movement referred to above the contractor is of the opinion that delays encountered in the prosecution of the work justified an extension of the contract period in excess of that actually granted. As you are aware a substantial slide occurred November 21, 1960 in the vicinity of Station 695. As a result of this slide a stop-order was issued to the contractor and operations were suspended pursuant to the stop-order until January 12, 1961 at which time the Commission issued its Force Account Order to the contractor. As a result thereof a total of 36 working days were lost to the contractor in the slide area. The contractor was charged 6 days of this time, the six-day charge being made between November 21, 1960 and November 30, 1960. The contractor expended 43 days in eliminating the slide and during that period of time was unable to engage in any substantial prosecution of work elsewhere under the contract. In addition, the contractor expended 9 days in constructing additional temporary traffic detours to aid the flow of traffic around the slide area.

In addition the contractor experienced substantial delay as a result of the failure of the utilities involved to relocate their installation. The utilities involved were the natural gas line and the electric utility line. The delays of these utilities were not only unreasonable but their failure to remove their installations in particular areas was critical to the orderly prosecution of the work under the contract.

Specifically, the electric utility, though promptly notified after the letting of the contract, did not complete the

Mr. Forrest Cooper
State Highway Engineer
April 29, 1964
Page 3

removal until July 20, a four month delay, which was critical in the area of Station 715/. The gas line in the vicinity of Station 383/ was not removed until August of 1960. These delays were the subject of letters written to the Commission's resident engineer under date of June 8, 16, 24 and July 7, 1960.

The contractor feels that its request for an extension due to unanticipated difficulties in the area of Station 340/ is justified. In this area the contractor, while excavating for the placement of a structural plate, encountered an excessive quantity of water. This excessive quantity of water caused the placement of approximately 1,100 feet of pipe, required substantial additional excavation, which required the employment of substantial amounts of equipment for a protracted period.

The contractor is of the opinion that the delay occasioned by the slide justified an extension of 64 days, the delay occasioned by the failure of the utilities to remove promptly justified an extension of 20 days, and the unusual conditions at Station 340 justified an extension of 10 days. The total extension required by the contractor for the foregoing was a period of 94 days, of which only 38 was allowed. The contractor requests your reconsideration of the remainder, namely, 56 days. That this extension is justified is borne out by your letters of October 20 and December 8, 1961. In your October letter you advise that your Engineer recommended an extension of 64 days because of the slide.

The undersigned regrets that a conflict in professional commitments prevents his attendance and participation in the conference being held April 30, 1964. However, he feels confident that the people in attendance can provide you with a factual basis justifying your favorable consideration of these claims on behalf of the contractor.

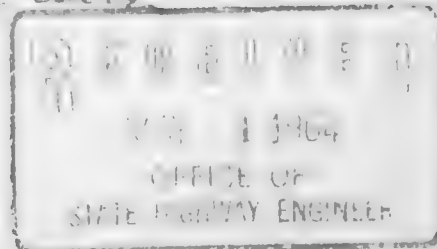
Yours very truly,

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN

Donald W. McEwen
Donald W. McEwen

DWMcE:P

cc: Mr. Jim Bodie



RECEIVED
APR 13 1964

FOR FILING

STATE COPY

477 Cottage Street NE.
Salem, Oregon 97301

Mr. S. E. Parin, Regional Engineer
San Francisco, California
Attention: Regional Audit Manager

April 8, 1964
Original signed by
L. R. Backlund

08-35.5

A. W. Parsons
Salem, Oregon

By: L. R. Backlund
Admin. Manager

Courtesy Audit
California Pacific Utilities
Oregon Project I-80N-7(1)306, Baker - Pleasant Valley, Contract 5604

Please arrange for an audit of the above utility billing at the company's office in San Francisco, California. The following documents are enclosed:

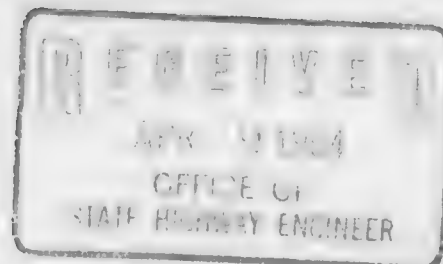
Utility fiscal review sheet
Copies of utility billing
State - Utility agreement assembly

Upon completion of the audit please return all documents to this office, with three copies of the audit report.

Attachments 3

cc:
Region 8
OSHD
Backlund

NOTED
R. L. PORTER



cc. Maeson
Young
4-13-64

RECEIVED
FEB 11 1964

FOR FILING

5614

February 10, 1964

Hedgcock Industries
P. O. Box 458
Prineville, Oregon

Attention: Mr. A. J. Chian

Gentlemen:

Reference is made to your letter to Mr. Floyd Query, Secretary to the Highway Commission, dated January 31, 1964.

We are enclosing tabulations for each of the Orders for Extra Work on Contracts 5604 and 5769. The tabulations show:

1. The amount authorized for each order. Copies of the orders are enclosed.
2. The number of the estimate voucher on which payments were made.
3. The amount of the bills for each estimate as submitted by the contractor.
4. The amount of each bill as checked and approved by the Resident Engineer.
5. The amount of each bill as checked and approved and paid by our Accounting Division.
6. Explanation of corrections made by the Accounting Division.

Your attention is called specifically to Order for Extra Work (DWO) No. 5, Contract 5604. The original order, with supplemental order, was estimated and authorized in the amount of \$126,894.82. Bills were submitted by the contractor in the amount of \$126,049.26. Total payments were \$126,616.02, Item 805, Slide Removal, on page 2 of the voucher for Estimate No. 24 Final.

We trust this information will answer your questions regarding extra work on the contracts.

Very truly yours,

Ferrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

CONTRACT NO. 5604
Statement of Orders for Extra Work
Baker-Pleasant Valley Section
Old Oregon Trail Highway

EWO #1 - Flagging, Amount of Order \$5,000.00
Estimate Payments:

<u>Est. No.</u>	<u>Bills Submitted by Contractor</u>	<u>Approved by Res. Engr.</u>	<u>Amount Paid</u>	
4	\$ 265.31	\$ 265.31	\$ 265.31	
5	101.13	101.13	101.13	
7	76.33	76.33	76.33	
8	777.84	777.84	777.84	
9	723.32	723.32	723.32	
10	14.54	14.54	14.54	
11	412.15	412.49	412.53	
12	623.19	623.19	623.73	Corr. Fed. Unemp. Cont. Rate
13	173.03	173.03	173.03	Fed. Unemployment
15	1,420.02	1,420.02	1,420.02	
	1,469.29	1,469.29	1,469.29	
16	894.77	894.77	894.77	
17	119.54	119.54	119.54	
18	117.77	117.77	101.21	Equip. Rental not allowed
19	19.19	19.19	19.19	
21	81.09	81.09	83.61	Fed. Unemp. H. & W. Pension
	95.75	95.73	95.73	
	73.75	73.75	73.75	
22	164.04	164.04	169.10	Fed. Unemp. H. & W. Pension
23	123.97	123.97	127.91	Fed. Unemp. H. & W. Pension
Totals	\$7,746.02	\$7,746.34	\$7,741.88	

EWO #2 - Splice and rearrange wall steel of rigid frame structures,
Amount of Order \$460.00

5	\$ 337.58	\$ 337.58	\$ 337.58
	199.96	199.95	199.95
6	38.34	38.34	38.34
Totals	\$ 575.88	\$ 575.87	\$ 575.87

EWO #3 - Directional Signing, Amount of Order \$2,018.25

<u>Est. No.</u>	<u>Bills Submitted by Contractor</u>	<u>Approved by Res. Engr.</u>	<u>Amount Paid</u>	
5	\$ 45.83	\$ 45.83	\$ 45.83	
17	(128.59)	(128.59)	-	Ret.to Engr. for Add'l Inform.
18	219.07	219.07	219.10	Extension
22	<u>63.81</u>	<u>59.50</u>	<u>61.43</u>	Fed. Unemp., H. & W. Pension
Totals	\$ 328.71	\$ 324.40	\$ 326.36	

EWO #4 - 4" Water Line in 12" Conduit, Amount of Order \$701.50

7	\$ 87.24	\$ 87.24	\$ 87.24
	428.81	428.81	428.81
18	<u>947.59</u>	<u>947.59</u>	<u>947.59</u>
Totals	\$1,463.64	\$1,463.64	\$1,463.64

EWO #5 - Slide removal, repair slopes, salvage and rebuild fence,
 5 Supplement - Amount of Order \$ 65,875.51
 Supplement 61,019.31
 Total Auth. \$126,894.82

11	\$ 39,940.89	\$ 40,495.59	\$ 40,495.93	Corr. Fed. Unemp. Cont. Rate
12	63,544.55	63,544.55	63,554.28	Corr. Fed. Unemp. Cont. Rate
13	22,401.53	22,401.48	22,401.48	
24	<u>162.29</u>	<u>162.29</u>	<u>164.33</u>	SIAC & Fed. Unemp. Rate
Totals	\$126,049.26	\$126,603.91	\$126,616.02	

EWO #6 - Extra fencing, gullies, ditches, depressions,
 Estimate - \$575.00

24	\$ 494.68	\$ 455.35	\$ 458.07	SIAC & Fed. Unemp. Rate
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CONTRACT NO. 5769
Statement of Orders for Extra Work
Pleasant Valley-Hill Creek Section
Old Oregon Trail Highway

EWO #1 - Flagging, Amount of Order \$12,000.00

Est. No.	Bills Submitted by Contractor	Approved by Res.Engr.	Amount Paid	
3	\$ 403.45	\$ 403.45	\$ 403.45	
4	737.85	737.74	737.74	
5	848.72	848.72	848.79	Corr. Fed. Unemp. Rate
6	410.19	410.19	410.56	Corr. Fed. Unemp. Rate
7	1,087.81	1,087.81	1,087.81	
8	347.97	347.97	347.95	SIAC Rate
9	76.48	76.48	76.48	
10	192.81	192.81	192.81	
11	(112.54	(112.54	(112.54	
	(37.32	(37.32	(37.32	
12	171.38	171.38	171.38	
13	(1.92	(1.92	(1.92	
	(17.96	(17.96	(17.96	
14	78.45	78.45	78.45	
	124.33	123.90	123.90	SIAC Rate
18	56.52	56.52	58.36	Unemp. Rate
	269.86	269.86	279.82	Unemp. Rate & Extension
	68.06	68.03	70.10	Fed. Unemp.
19	51.67	51.57	53.97	SIAC, Fed. Unemp. H.&W. Pens. Rate
	38.40	38.40	38.31	SIAC Rate
20	182.15	182.15	182.15	
21	18.61	18.61	18.78	SIAC & Fed. Unemp. Rate
Totals	\$5,334.45	\$5,333.78	\$5,350.55	

EWO #2 - Construction Signing, Amount of Order \$2,473.79
2 - Supplemental 3,500.00
Total Auth. \$5,973.79

6	\$1,788.20	\$1,788.20	\$1,788.20	
10	162.57	162.57	162.57	
11	389.10	389.10	389.10	
12	184.25	184.25	184.25	
14	276.97	276.97	276.97	
21	83.96	83.96	84.94	SIAC & Fed. Unemp.
Totals	\$2,885.05	\$2,885.05	\$2,886.03	

EWO #3 - Maintain Frontage Road - Amount of Order \$769.18

<u>Est. No.</u>	<u>Bills Submitted by Contractor</u>	<u>Approved by Res. Engr.</u>	<u>Amount Paid</u>
7	\$ 425.16	\$ 424.94	\$ 424.94
8	89.04	89.04	89.04
9	<u>203.19</u>	<u>203.19</u>	<u>203.19</u>
Totals	\$ 717.39	\$ 717.17	\$ 717.17

EWO #4 - Fence panels in gullies, ditches, depressions,
Amount of Order \$477.25

20	\$ 596.24	\$ 267.89	\$ 267.01	
21	<u>168.61</u>	<u>161.70</u>	<u>161.46</u>	SIAC, Fed. Unemp. Rate, Disc. on Wade Invoice
Totals	\$ 764.85	\$ 429.59	\$ 428.47	

EWO #5 - Scale rock slope, drill and shoot overhang,
Amount of Order \$2,500.00

18	\$ 304.91	\$ 292.47	\$ 292.47
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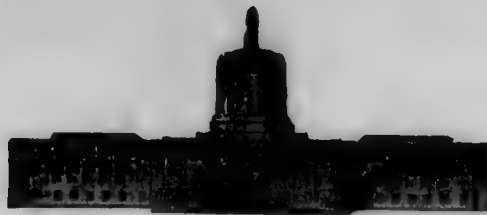
EWO #6 - Slide removal, dress slopes, adjust right of way fence,
Amount of Order \$3,920.35
Supplement 1,079.65
Total Auth. \$5,000.00

13	\$3,587.36	\$3,587.36	\$3,586.46	Discount
14	365.07	365.07	365.07	
18	62.97	62.97	63.08	Fed. Unemp.
20	1,723.69	1,459.47	1,465.04	Unemp., H. & W. Pension
21	<u>47.89</u>	<u>46.56</u>	<u>46.91</u>	SIAC, Fed. Unemp. Rate
Totals	\$5,786.98	\$5,521.43	\$5,526.56	

EWO #7 - Not issued.EWO #8 - Replace farm road, Amount of Order \$719.90

18	\$ 243.05	\$ 244.20	\$ 245.33	Fed. Unemp.
	<u>22.48</u>	<u>22.48</u>	<u>22.50</u>	Fed. Unemp.
Totals	\$ 265.53	\$ 266.68	\$ 267.83	

FOR FILING
J. LOEHRMAN
MEDFORD
KENNETH N. FRIDLEY, MEMBER
WASCO
DAVID B. SIMPSON, MEMBER
PORTLAND



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 97310
December 12, 1963

Anthony Yturri
Attorney at Law
Yturri-Caldwell Bldg.
Ontario, Oregon

Re: Troy Complaints
Baker-Pleasant Valley Section
Old Oregon Trail Highway

Dear Tony:

Relative to the complaint of the Troys, I have been informed that the following action has been taken by the State Highway Department in connection therewith:

1. The wooden gate was replaced with a steel gate at the Lammert Ranch, and all of the gates on the Troy property adjacent to Highway 30 have been adjusted to the Troy's satisfaction.
2. The large rocks from the creek channel adjacent to the orchard on the Troy property have been removed and some riprap has been placed at the same point to prevent future erosion.
3. The El Paso Natural Gas Company has removed the rocks which were placed across their line for protection during construction.
4. The well has been checked and found to be satisfactory and the pump has been repaired and is now performing normally.
5. The denial of access to water for the Troy's cattle is a complaint that we are unable to satisfy as they desire a "milling area" within the highway right of way. Bureau of Public Roads regulations prohibit the use of right of way in this manner and access has been provided to water on the Troy property, although it requires the cattle to walk a greater distance than the Troys feel is necessary, however

Anthony Yturri
December 12, 1963
Page 2

it is the best we can do under the circumstances.

6. The irrigation ditch has not been used to our knowledge so it is still not known whether it will be satisfactory, however, we hope it will be.

7. The siltation of Alder Creek presents a problem which we would like to settle on a monetary basis if it is at all possible. I am prepared to recommend to the Commission the payment to the Troys of the sum of \$500 for a release from all future damages claimed by the Troys in connection with the siltation problem. This sum of money should recompense them for many years to come for cleaning out the ditch which I understand is not a difficult matter.

8. The Straw Creek channel is in the same condition that it was prior to construction and we feel we have no obligation to do any further work in respect to this matter.

9. With respect to the maintenance of the roads within the right of way which are for the express use of the Troys, our stipulated final judgment requires them to maintain them and I do not feel we should take any action on this aspect of their complaint.

As far as I know, Tony, this should complete the matter and I would appreciate it if you would review the same and write me concerning it, particularly with respect to the payment of \$500 for the siltation of Alder Creek.

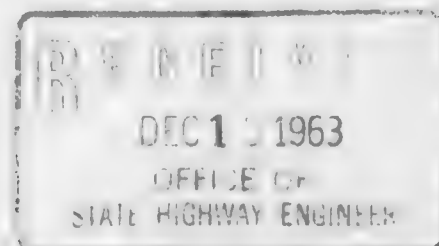
I want to take this opportunity to wish you the very best for the Holiday Season and a most successful New Year.

With kindest personal regards, I remain

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:bp
cc: Forrest Cooper
Lloyd P. Shaw



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FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 4, 1963

To: Mr. L. P. Shaw
Assistant State Highway Engineer

SUBJECT: Troy Complaints
Baker-Pleasant Valley Section
Old Oregon Trail Highway

BUILDING

Herewith an additional report concerning the Troy complaints on subject section.

The following actions have been taken on the complaints which were received in Mr. Anthony Yturri's letter of August 21, 1963:

(1) The wooden gate was replaced with a steel gate at the Lammert Ranch, and all of the gates on the Troy property adjacent to Highway 30 have been adjusted to the Troy's satisfaction.

(2) The large rocks from the creek channel adjacent to the orchard on the Troy property have been removed and some riprap has been placed at the same point to prevent future erosion.

(3) The El Paso Natural Gas Company has removed the rocks which were placed across their line for protection during construction.

(4) The well has been checked and found to be satisfactory and the pump repaired, so it is performing normally.

With the completion of the above items the remaining complaints are as follows:

(1) Denial of access to water for the Troy's cattle: as stated in other reports, we are unable to satisfy the Troys on this matter as they desire a "milling area" within the highway right of way. Bureau of Public Roads regulations prohibit the use of right of way in this manner and access has been provided to water on the Troy property, although it requires the cattle to walk a greater distance than the Troys feel is necessary.

original To Lidas
with pictures
12-11-63

Mr. L. P. Shaw

-2-

December 4, 1963

(2) The irrigation ditch has not been used to our knowledge, so it is still not known whether it will be satisfactory.

(3) The siltation of Alder Creek presents a problem which I feel will require a Legal determination. The attached report from Assistant Division Engineer Coulter includes pictures and indicates that the Division feels that we should settle this ^{claim} clean, on a monetary basis. The creek is silting up due to our change of the channel, but it is felt that the value of the land is far less than the cost of annual cleaning out of the channel. Also included with Mr. Coulter's report is an appraisal of damages to the small fields through which Alder Creek flows. If it is at all possible for us to pay the \$500.00 damages and obtain a release from all future damages, this office recommends that we do so.

(4) The Straw Creek channel is in the same condition that it was prior to construction and we feel we have no obligation to do any further work in this respect.

(5) As stated before, the maintenance of roads within the right of way which are for the express use of the Troys must be maintained by them, as stipulated in the final judgment.

(6) The \$424.00 claim for items of damage which we re discussed with Mr. Lindas is unknown to this office.

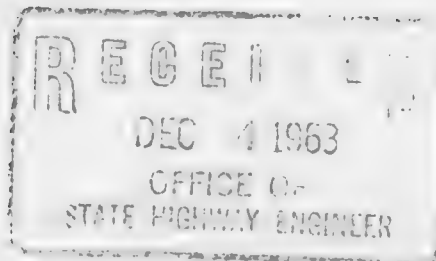
As far as we are concerned we have gone as far as we can with this matter at this time. However, I am sure that upon contacting the Troys they will request further corrective action.

F. D. Morgan
Construction Engineer

By

J. F. Putnam
J. F. Putnam
Assistant Construction Engineer

JFP:bjm
Attachments



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon

November 26, 1963

NOV 27 1963

SUBJECT: Troy Complaint
File No. 28965
Pleasant Valley-Oxman Section
Old Oregon Trail Highway
Baker County

To:

Mr. F. D. Morgan
Construction Engineer
Salem

Attention: Mr. J. F. Putnam

Following a recent telephone conversation with this office, we again visited the areas on the Troy ranch about which we had made some recommendations in our report of November 6, 1963, and/or the attachments thereto. At that time we stated that the silting of the area around Straw Creek, as alleged in the Troy complaints, was rejected as not being something for which we believe the State has any obligation to compensate for or correct. A number of photographs was taken of this area which, in some manner, shows the reasons for our conviction. Pictures 1 and 2 on the attached sheet show the creek upstream from the box culvert which is nearly full. This is the box under the highway that was abandoned during the '30s. You will note that the area is not one that has been silting recently. There is in evidence old fence posts from the old right of way fence which presumably have been there for thirty years or so. Pictures 3, 4, 5, and 6 show Straw Creek on the downstream side of the aforementioned box culvert. Here again the growth and old fence posts indicate that this is in the same condition as it has been for a good many years. Therefore, we reiterate our contention that the State should not be liable for any damage or corrective work in Straw Creek itself.

The other item rechecked that was mentioned in the correspondence has to do with silting of Alder Creek downstream from the box culvert at Station 768. We are attaching an appraisal report from the district right of way supervisor that was compiled, giving a figure for the maximum amount of damage that could be assessed to these fields. This is not a recommendation on the part of the right of way supervisor that this damage had or would take place, but rather a figure of what the remaining value of the land is, subtracting from its original worth the amount of damages that were included in the right of way settlement. It is true that the creek channel has been silting. The pictures included in this right of way report, as well as pictures numbered 7 and 8, attached, show the top of the old fence posts protruding just slightly from the existing ground elevation. This was the top of the fence as installed soon after the contract was awarded. The existing fence was constructed during the later stages of construction activity.

Field "A", as you will note in the photograph thereof, is not all situated where changing and raising of the water level in the creek could result in making this into a marsh. At least one-half of the field lies too high in elevation to be affected by any raising or meandering of the creek itself. The lower portion of Field "B" was marshy prior to our construction activity; moisture presumably coming from a spring on the northeasterly side of Station 772. As part of our contract, this water from the spring was picked up from perforated drain pipe and carried to the creek channel. This work actually relieved the marshy condition in Field "B". There is a possibility that future meandering of the creek itself might result in destroying at least a portion of this field, however.

Troy Complaint
November 26, 1963

- 2 -

Due to the small existing value of the land (the \$500 as stated in the right of way supervisor's appraisal) we are convinced that it would be less expensive to the public to pay the Troy family complete damages on both of the fields and eliminate any future work by our maintenance forces in Alder Creek itself in this area. We could spend the \$500 each and every time we went in and attempted to clean out the creek channel.

I hope this can result in closing the file on the Troy complaint. I may, however, be too optimistic.

A. F. Parson
Division Engineer

By


H. S. Coulter
Assistant Division Engineer

HSC:if

Attachments

cc: Mr. K. A. Chatwood
Mr. R. R. Cameron

RECEIVED
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FORM 12-63 19607

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 1, 1963

SUBJECT:

To: Mr. Lloyd Shaw
Assistant State Highway Engineer
BUILDING

NOTED
LLOYD P. SHAW

We have been advised by Resident Engineer R. R. Cameron that the well on the Lammert place of the Troy property has been repaired as of October 23, 1963. Mrs. Lammert reported that the pump is now working properly.

Slowly but surely we are correcting all of the Troy complaints.

F. D. Morgan
Construction Engineer

By *J. F. Putnam*

J. F. Putnam
Assistant Construction Engineer

JFP:fp

cc L. I. Lindas

RECEIVED
NOV 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 17 1963

FOR FILING

5604

Salem, Oregon
October 16, 1963

R-33862 - Troy Sisters' Property
I 80N
Encina to Pleasant Valley

151
Mr. L. I. Lindas
Chief Counsel
Building

Referring to Mr. Yturri's letter of August 21, some clarification of statements and demands therein has occurred. Taking up subjects as presented in the Yturri letter:

Page 1, paragraph 2 - The reference to a settlement with the insurance company is a matter unknown to me. "... determination that the ditch will convey water." Our field personnel advise that until the Troys elect to use the ditch, there is no way to evaluate its operating characteristics.

Page 1, paragraph 3 - The milling area the Troys are trying to establish is at the end of a cattle pass under the freeway and is very restricted as to area. The creek lies outside the access control line fence, and the Bureau of Public Roads have rejected any proposals to move the fence or to open it for passage of cattle. There is a good location for stock to water at the creek approximately 1600 feet northerly from the cattle pass, but the Troys have blocked access by erecting a fence parallel to the creek bank. While to me their insistence on an approach to the creek at or near the cattle pass seems unreasonable, if they have legal grounds to support their demand, it appears only money can cure. Wording in the right-of-way stipulation should be evaluated before this course is taken.

Page 2, paragraph 1 - We have an affidavit signed by the Troys, October 1, 1963, that the gate (item No. 4) at the Lammert place has been replaced by an all-metal gate.

Page 2, paragraph 2 - The claim that State employees have prevented the Troys' removing cattle from the right of way after the cattle had broken through the right-of-way fence is denied by our people on the job and in the Division V office. Possibly the Troys have some responsibility to maintain fences

Mr. L. I. Lindas

2

October 16, 1963

which are broken by breachy cattle. The fences appeared to be maintained satisfactorily when I was in that area October 3.

Page 2, paragraph 3 - This is covered by Item No. 5 in the October 1 Troy affidavit.

Page 2, paragraph 4 - Siltation of the creek bed is a fact. The stream flows through, or adjacent to, new construction several-thousand feet and unquestionably receives material washed from new earthwork slopes if heavy rainfall is experienced. Cleaning the channel would be a continuing chore for several years. A money settlement is probably the best answer.

Page 2, paragraph 5 - Resident Engineer Cameron, in his September 5 letter, denies that there is a silt-filled culvert or water backed up on to the Troy holdings.

Page 2, paragraph 6 - According to Mr. Parson, Division Engineer, boulders placed by El Paso Natural Gas Company are being removed by that company.

Page 2, paragraph 7 - October 3, Mr. Parson ordered Mr. Cameron to obtain the services of a pumping expert and see that there is nothing wrong with the pump installation at the Lammert place. This probably has been accomplished by this time.

Page 3, paragraph 1 - The right-of-way stipulation placed maintenance of this road on the Troys.

Page 3, paragraph 2 - On this cash settlement of \$424, I have no information.

Lloyd P. Shaw
Assistant State Highway Engineer

LP3:ajw

cc R. L. Porter

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 9, 1963

To: Mr. L. P. Shaw
Assistant State Highway Engineer

SUBJECT: Troy Complaint
Baker-Pleasant Valley Section
Old Oregon Trail Highway

BUILDING

L

Since the receipt of the Troy complaints from Mr. Yturri, the maintenance crew in the Baker area have performed corrective work on five items which were noted in the complaint. A copy of a signed Affidavit is attached which states that the work was done to the satisfaction of the Troys.

I hope that this will assist in finaling out this matter.

F. D. Morgan
Construction Engineer

By

J. F. Putnam
J. F. Putnam
Assistant Construction Engineer

JFP:bjm
Attachments

cc: L. I. Lindas (w/attachs.)



AFFIDAVIT

J. B. Bangert
District Maintenance Superintendent
Oregon State Highway Department
LaGrande, Oregon

With regards to alleged deficiencies on numerous items of work performed on the Troy property, I have, this date, inspected the work that has been done by way of improvements and have found the work to be satisfactory.

The work, listed below, was performed by Mr. Roy Scarbrough's Crew and was mentioned in Mr. Yturri's letter of August 21, 1963.

1. Adjustment of all gates on the Troy property adjacent to Highway #30 so that they will swing freely.
2. Placing of bolts thru clamps from hinge to gates on all gates on Troy property adjacent to Highway #30 so that gates may not work loose in clamps and slide down which would cause gates to drag on the ground.
3. Placing of chains and snaps in addition to regular gate fastners on all gates on Troy property adjacent to Highway #30. This is to insure against gates being accidentally opened.
4. Installation of all-metal gate on Lammert property. This was to replace wood panel gate as requested.
5. Removal of large rocks from creek channel adjacent to orchard at Troy property, as requested by Troys. Also, placing of rip-rap at same point to prevent more erosion in the future.

Roy C. Scarbrough
Witness

10-1-63
Date

J. B. Bangert

Signed Francis Troy

Signed Elizabeth Troy

Morgan

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

LaGrande, Oregon
September 20, 1963

To:

Mr. A. P. Parson
Division Engineer
LaGrande

SUBJECT: Troy complaints
Baker-Pleasant Valley Section
Old Oregon Trail Highway

Mail to Morgan

Regarding the Troy complaints, Mr. Scarbrough, Mr. Wayne Troy, and I went over the gates in question on Wednesday, September 18, 1963.

I suggested methods of alterations in the manner in which the gates are swung from the gate posts and also a method for keeping the gates closed which Mr. Troy said would be entirely satisfactory.

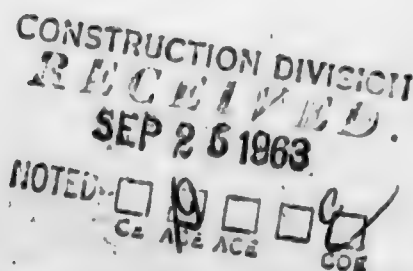
A new metal gate is being placed on the Lammert property, and the rock in question is being removed from the creek channel.

I will advise when this work is completed. I, also, plan to ask Mr. Troy to make an inspection when the work is done and give us an O.K.

J. B. Bangert

J. B. Bangert
Dist. Maint. Supt.

9/22 Morgan for your info AJP



ROU

(LPS 15)

Salem, Oregon
September 16, 1963

Mr. Anthony Yturri,
Yturri, O'Kief and Cox
Attorneys at Law
Yturri-Caldwell Building
Ontarion, Oregon 97914

Dear Sir:

We have had our field engineers investigate the matters ~~in~~ in your letter of August 21, 1963, concerning grievances of the Troys, and will ~~attempt~~ *comment on* ~~to answer~~ each item ~~as~~ presented.

The ditch referred to is not clearly identified, but is thought to be one that enters our right of way near Station 794. The local maintenance crew cleaned the ditch this spring but at the time of the investigation had not been used. If after use it is found to be deficient, steps will be taken to correct.

As to access to water for the Troy's cattle, the Bureau of Public Roads will not allow the State to grant access within the right of way, so it was necessary to fence out that portion. Access is afforded the cattle on the Troy property.

The wooden gate at the Lammert place will be replaced with steel.

Right of way fences in this area are occasionally knocked down by cattle. These are repaired as expeditiously as possible; however, we do not object to the owners returning the cattle onto their own property and temporarily repairing the fence. We would appreciate being notified so permanent repairs can be made.

The local Maintenance Superintendent is checking the boulders in the creek bed and, if the department is responsible, the boulders will be removed.

The department acknowledges the fact that Alder Creek has silted and we wish to make a further study of this problem. You will be notified as to the results as soon as they are received.

Mr. Anthony Yturri

-2-

September 16, 1963

Evidently the Straw Creek drainage structures have been cleaned as there was no indication of siltation existing at the time of this inspection.

The El Paso Natural Gas Company has been contacted regarding the rocks over their line and have advised us that they will be removed.

The Lammert's well has been inspected on several occasions, but no definite statement as to the trouble could be obtained from Mr. Lammert. We are requesting an outside agency to make a final check.

As to the maintenance of roads within the right of way, it is department policy not to maintain roads which are constructed for the sole use of private individuals. Therefore, the Troys must maintain the roads which were constructed for their private use.

The insurance claim is between the Troys and the contractor. Final payment has been made to the contractor and the State has no further hold on him.

We are in hearty agreement with you that this matter be concluded and have every hope that the work outlined above will prove satisfactory.

Very truly yours,

JFP:fp

cc F. D. Morgan
L. I. Lindas
A. F. Parson
R. R. Cameron

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 13, 1963

To: Mr. L. P. Shaw
Assistant State Highway Engineer

SUBJECT: Troy Complaint
Baker-Pleasant Valley Section
Old Oregon Trail Highway

BUILDING

L

Forwarded herewith are copies of reports from Division Engineer Parson, District Maintenance Superintendent Bangert, and Resident Engineer Cameron, all pertaining to the complaint of the Troys concerning construction differences on the Baker-Pleasant Valley Section.

In perusing these reports it would appear that the items mentioned in Mr. Yturri's letter of August 21 have been or will soon be taken care of with the exception of several policy matters.

As to the denial of access to water for the Troy's cattle, I have been informed that this statement is not true -- that they do have access to water off of State right of way and that the Troys desire access at a point within our right of way near the underpass. The Bureau of Public Roads absolutely prohibits the use of this area for a so-called milling area. Access is available at a point 600-feet away on the Troy property.

No.
2
164014

The matter of Highway Department employees advising the Troys that under no circumstances could they recover their cattle once it was on State right of way has been categorically denied. In fact, our employees have gone to a great deal of effort to return the cattle to the owners property and would very much prefer that the Troys perform this duty themselves.

The other bone of contention which is giving us a great deal of difficulty and which is mentioned on page 2, paragraph 4 of Mr. Yturri's letter (incorporated in Cameron's letter) concerns the siltation of Alder Creek. In checking with the Division they advise that no matter how many times the channel is cleaned it will silt up to its present elevation. They feel that if it would be at all possible to pay

Mr. L. P. Shaw

-2-

September 13, 1963

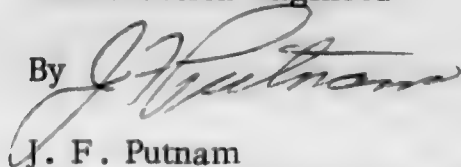
damages and obtain a release the matter would be solved.

As to the matter of the well -- by copy of this letter I am requesting Division Engineer Parson to request an outside agency to check the well to ascertain whether or not it is functioning properly.

Enclosed for your use is a rough draft of a letter to Mr. Yturri.

F. D. Morgan
Construction Engineer

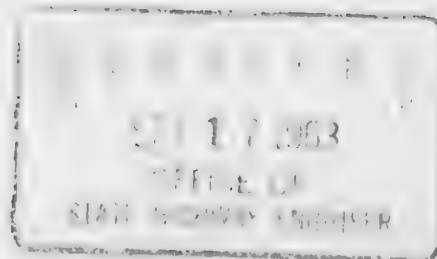
By



J. F. Putnam
Assistant Construction Engineer

JFP:bjm
Attachments

cc: A. F. Parson



Salem, Oregon
September 9, 1963

Mr. L. I. Lindas
Chief Counsel
B u i l d i n g

Interstate 80W
Troy Sisters Property

With regard to the August 21 letter directed to you by Anthony Yturri, Attorney for the Troy sisters, I had this matter referred to the Construction Engineer, who in turn, is having a field investigation made of some of the points covered by the letter. I am advised by Construction we should have a report on this about September 11.

Lloyd P. Shaw
Assistant State Highway Engineer

LPS:ajw

Attachment

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

.....La Granda, Oregon.....
.....September 6, 1963.....

CONSTRUCTION DIVISION
RECEIVED

SEP. 9 1963

NOTED- ☐ CE ☒ ACE ☐ ACE ☒ COE

SUBJECT: Troy Complaint
Baker-Pleasant Valley Section
Old Oregon Trail Highway

To:

Mr. F. D. Morgan
Construction Engineer
Salem

Attention: Mr. Putnam

Pursuant to your request of August 30, 1963, I have asked Mr. Bangert and Mr. Cameron to comment regarding alleged deficiencies mentioned in Mr. Yturri's letter of August 21 addressed to Mr. Lindas. Copy of their report is attached.

By copy of this letter I am requesting Mr. Bangert to replace the wood gate referred to on the Lammert place, with a steel gate.

Concerning the El Paso Gas Company rocks, we have contacted Mr. Thell Fowler, District Superintendent for the gas company, who advises that they will remove the rocks.

We possibly should have a pump expert check the Lammert pump and well. According to Mr. Cameron, he could not get much cooperation from the Lammerts when they were questioned.

I am asking Mr. Bangert to check the gates that they claim are falling off the hinges, and on which the latches will not catch. He is also to check concerning rocks in the creek channel allegedly placed there by our crew.

I wish to advise again that we find the Troys very uncooperative. They will accept something one day and a week later, will change their minds. It actually is a waste of time to have a talk with them personally. My recommended procedure to finalize the thing would be to have Mr. Yturri go over these various deficiencies after Mr. Bangert has corrected them and get an acceptance that will be binding on the Troys.

Please advise your further wishes.


A. F. Parson
Division Engineer

AFP:if

cc: Mr. L. Lindas
Mr. J. B. Bangert
Mr. R. R. Cameron

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon

September 5, 1963

SUBJECT: Troy Complaint

To:

A. F. Parson
Division Engineer

La Grande

Per your letter of September 3, 1963 I am submitting the following report in which I have attempted to answer the questions raised by Mr. Yturri's letter of August 21, 1963:

Page 1, Par. 1

This paragraph is introductory, and makes reference to a letter written by to the Troys to Mr. Yturri in January, 1963. I have not specifically answered the charges made in the Troy's letter, except as they apply to the questions raised by Mr. Yturri.

Page 1, Par. 2

I cannot comment upon the insurance claims, except to suggest that we make certain that all the insurance claims are settled before final settlement is made of the contracts.

The ditch referred to is not clearly identified, but I presume it to be the ditch which enters our old R/W Rt. of sta. 794, crosses under the old highway (present frontage road) in a 24 inch corrugated metal pipe, and then runs between the frontage road and the freeway. It then crosses under the freeway at about station 800+50. This ditch is open within the right of way. In fact, at my urging, the Baker maintenance crew again cleaned the ditch this spring. To my knowledge the Troys ~~have not used the ditch this year~~ have not attempted to use the ditch this year. It appears that we must wait until the Troys decide to use this ditch before we can determine for certain that it works properly.

Page 1, Par. 3

It was the intent of the negotiations, and the stipulation so states that the highway department was to "...provide fences, gates and gravel surfaced roads as necessary to enable livestock to pass through said underpass in a northerly direction, thence westerly on the plaintiff's excess property to the tract of land owned by the defendants, which tract ~~is~~ lies northerly of and adjacent to the new right of way opposite approximate Engineer's centerline Station 642+00 to 655+00".

100 feet.
Alder Creek crosses the Westerly end of the tract referred to above, which gives stock access to water from this tract. Also, on the southerly side of the new right of way Alder creek flows through the Troy property for over 1/2 mile from the point where it crosses from the "Lammert place" to the point where it crossed under the highway. The fact is that the Troy's stock do have access to water. We have only prevented the stock from watering within the right of way.

September 5, 1963

Page 2, par. 1

During construction of the Pleasant Valley-Hill Creek section a wire "mormon" gate was installed on the former Wendt property which is now controlled by Wayne Troy. Wayne objected to the wire gate, and ~~it~~ demanded a steel gate be installed, because ~~with~~ all other gates on the property were steel gates. I then arranged for the Baker maintenance crew to remove the steel gate which had been placed at an access to the Alder Creek County Road on the Lammert Place, and substitute a wood panel. The steel gate was then placed on the Wayne Troy place. We had no specific obligation to provide an access to the Lammert place, but failure to do so would have effectively denied all access to that part of the Lammert place lying Southwesterly of the new right of way, which was not contemplated in the appraisal. The wood panel serves adequately as a gate, but there is no doubt that a steel gate would be more convenient. I think that we probably should replace the steel gate.

Page 2, par. 2

I have made every effort to keep the fencing secure so that stock would escape. I have also attempted to see to it that fences were repaired whenever damage occurred. There have been instances when some of the Troy stock have gone through the right of way fence. During construction I called upon the contractor whenever I discovered that stock had broken through the fence. Since completion of the contracts, I have notified the Baker maintenance crew. There was one occasion when I delayed having a fence repaired. This was a fence which Wayne Troy took down. He flatly refused to put it back up, although he readily admitted taking it down.

I too, would like to know the policy of the department when stock get on the right of way. This is a question which is often asked by property owners when we build a freeway facility through cattle country. At present I am unable to answer it.

Page 2, Par. 3

I know nothing about this. *Maintenance checking.*

Page 2, Par. 4

There has been considerable deposit in the creek channel immediately downstream from the box culvert Rt of station 768 ±. This silting appears to have been caused from material eroded from the channel upstream and carried through the culvert. It appears to be more than the usual deposit of silt which might be expected from an undisturbed creek channel. I believe that our channel work upstream contributed to this silting. It may be that the Troys have basis for claim here. Opening the channel would not be a permanent solution. I think that if we can be held liable in this instance, that we should pay whatever might be just damages and be done with it.

Dr. Recommendations

Page 2, Par. 5

Straw Creek does not back up on the Troy property. The Troy property is dry in this area except where Straw Creek actually flows through. I could not find any culvert under the highway silted full in this area.

A. F. Parson
Troy Complaint - Page 3

September 5, 1963

Page 2, Par 6

Some rocky material was placed over the El Paso Natural Gas line where it crossed the Troy property adjacent to our stockpile area just below Pleasant Valley. This was placed by the Gas Co. in order to protect their line from possible damage due to the contractor's trucks cutting across the Troy's property through a road which had apparently been used before. Although we warned the contractors several times to stay off of the Troy's property, a driver would still occasionally use this shorter route. Due to our failure to completely control the activities of our contractor's men, we may have incurred some liability. I believe the removal of the rocks would have to be done with the cooperation of the El Paso Natural Gas Co.

Page 2, Par 7

I have inspected the Lammert well and pump on several occasions, the latest being November 14, 1962. The only possible complaint is that the pump occasionally runs during the night. When I attempted to discover how often the pump would run, the Lammerts were evasive. I could not get a definite statement that the pump was heard to run more than once during a night. It is my opinion that we have no further obligation to maintain the pump or well.

Page 3 Par 1

It is clearly stated in the stipulation that the roads are to be maintained by the defendants (Troys).

Page 3 Par 2

Re: Insurance claims (see comment on Page 1, Par. 2)

As some of the claims set forth are somewhat vague, it may be ~~necessary~~ necessary to meet with the Troys to attempt to find out specifically what they are talking about. I suggest that we not meet with the Troys except in the presence of the attorneys, and that a complete record of the proceedings be kept by tape recording or other suitable means.


R. R. Cameron
Resident Engineer

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

LaGrande, Oregon
September 4, 1963

SUBJECT: Letter of complaint
Troys--

To: Mr. A. F. Parson
Division Engineer
LaGrande

In reply to the Troys' letter of complaint, I will attempt to answer certain portions of it which comes under work done by our crews.

Our Bridge Crew built the bridge across Alder Creek at the point staked by Mr. Cameron's Crew. We tried to build a bridge that would be satisfactory in every respect. I was unaware that a concrete pipe had been broken at the point where the bridge was built.

The Troys have called us on several occasions when their cattle have gotten out and requested that we return them to the pastures. I do not think they made any effort except to call us. In fact, our crew has worked overtime in complying with their requests. We are not equipped to do this type of thing and I do not feel that we should be expected to herd their cattle.

We have fixed the fences on several occasions and have tried to do this as soon as it was reported to us. We plan, in the near future, to install Mormon gates along the Troy property which should make it easier to return the cattle to the pastures. There are long stretches now in which there are no gates which makes it necessary to drive them considerable distances before a point of entry can be reached. This is quite difficult on foot.

As far as we are concerned, we have made every effort possible to satisfy the Troys, but I am beginning to wonder if it can be done.

J. B. Bangert

J. B. Bangert
Dist. Maint. Supt.

ms

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 30, 1963

SUBJECT:

To:

Mr. A. F. Parson
Division Engineer
State Highway Department
LaGrande, Oregon

Attached are copies of letters from Anthony Yturri and one from the Troys concerning complaints regarding the Troy property.

Will you please have this matter investigated at your earliest convenience. This matter is quite old and we are desirous of getting an early report to the front office, so your report should be in this office no later than September 9.

F. D. Morgan
Construction Engineer

By

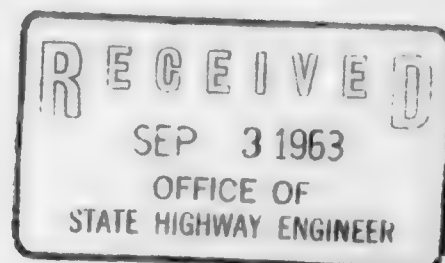


J. F. Putnam
Assistant Construction Engineer

JFP:fp
Enc.

cc Lloyd Shaw ✓ It is necessary to have this matter field checked. We hope to have our report in to you no later than September 11.

NOTED
LLOYD P. SHAW



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 23, 1963

SUBJECT:

To: Mr. Lloyd P. Shaw
Assistant State Highway Engineer

O F F I C E

Attached is a copy of a letter from Anthony Yturri relative to the long-standing Troy matter.

Will you please look into the complaint, see if what is demanded is our obligation, and report back to me. If we have some obligation that has not been fulfilled, let us immediately take care of it. If some of these demands are not our responsibility, I would like to be so advised.

Good luck.



R. L. Porter
Deputy State Highway Engineer

Attach.

RLP:ms

cc Mr. Forrest Cooper

NOTED
LLOYD P. SHAW

ANTHONY YTURRI
JOHN C. O'KIEF
JAMES A. COX

YTURRI, O'KIEF & COX
ATTORNEYS AT LAW
YTURRI-CALDWELL BUILDING
ONTARIO, OREGON 97914

RECEIVED
TO
FOR
LEONARD LINDAS

TELEPHONE
889-5368

August 21st, 1963

Mr. Leonard Lindas
Chief Counsel
State Highway Department
State Highway Building
Salem, Oregon

Re: Troy cases

Dear Mr. Lindas:

You will recall our conversation just after adjournment of the Legislature concerning the Troy controversies. I informed you at that time that we would submit an offer that might finally resolve the many differences that have arisen between the Troys and the Highway Department. It is unfortunate that these differences have arisen, but it may be a matter of personalities to come extent. As an example of the feelings that existed, I am enclosing a copy of a letter addressed to me in January by the Troys. I think it shows that their grievances are not imaginary and that there is just cause for their complaints.

First I should like to say that both of the Troy sisters have advised me that they will not execute the deed submitted to them for additional property until such time as these matters have been resolved and a settlement has been effected with the insurance company. The Department requested them to execute this deed, and it is designated as your file No. 33862. However, upon settlement of the differences, and particularly upon determination that the ditch which flows adjacent to a part of the highway and then crosses under it by means of a pipe, will convey water, they will execute the deed. You may recall this since it has been the subject of previous letters. The grade was changed by the Department and subsequently water would not flow through the ditch without causing deep backwaters at the point it entered the right of way. In any event, the Department has agreed to make the necessary grade changes to correct this situation. To date there has not been an occasion to test this ditch and this decision cannot be made until September sometime when water again can be put through this ditch.

The next item of controversy concerns the so-called "milling area". As I explained the present fencing prevents the cattle from access to water. I recall that when we discussed this many many months ago with Mr. Mansfield and others we insisted that we have access to water. In fact, neighbors, whose lands were condemned, have such access. I assured the Troys that you had informed me that they would be permitted access to water for their cattle. The Department must build fences so they will have such access. Actually, it is not their intention to herd their cattle to that area and confine them there, but simply to allow the cattle to come and go as they please, which is customary.

Now Leonard, aside from the above I am setting forth some of the items which the Troys object to. As a matter of fact they are not of major importance, but they are important to the Troys and they attach a lot of significance to them.

Utilized by
Troys we don't
know if it will work
Carmen 9-5 9-14-63

Folio
Morgan 7-13

?

Page 2, Anthony Yturri to Leonard Lindas, August 21st, 1963.

First, for some unknown reason after having a steel gate at the Lammert place the Department removed it and replaced it with a wooden panel that is merely held in place with a piece of wire. I see no reason why the former gate, or one like it, is not replaced, and this is what the Troys demand.

The Troys informed me that they have been having some difficulty with cattle going through right of way fencing onto the right of way. Apparently in such instances highway employees have informed the Troys that under no circumstances are they to attempt to regain control of the cattle, but that highway employees will remove them from the right of way. This may be well and good, but it may be a long time before highway employees detect them or are available to remove cattle from the right of way. In one instance where many head got on to the right of way by reason of the right of way fence deficiency, the cattle were not removed from the right of way until they were a long distance from the field from which they had escaped. The Troys desire the department to at least maintain its right of way fences in such manner as will so far as possible prevent the escape of cattle on to the right of way under normal conditions. They desire to know also what the policy of the department is with respect to livestock which do enter the highway right of way by reason of a fence deficiency.

About 6 weeks ago at a point just below Pleasant Valley Highway employees dumped boulders from the high hill and they are now right in the middle of the creek bed. It is far easier for the Highway crew to remove these than it is for the Troys and they should be removed.

When the Department changed the channel of Alder Creek near the house where Wayne Troy was living it was done in such a manner as to allow loose silt to fill the creek bed and the water covered the field. In fact, they advise me that you could only see the top one foot of the State's fence. This occurred because the channel was not deep enough and this could easily be corrected by the State. The silt is still in the stream. It must be removed because it has made a swamp out of the field.

During the construction near the underpass where the Troy Sisters live, the water was held back and at that point the stream on Straw Creek is now full of silt and the culvert which crosses the highway is completely filled with silt and must be cleaned.

Also the State placed many rocks over the road across the El Paso line. El Paso placed the rocks there so the State would not hurt its line, and requested the State not to cross. Anyway, the crews simply run over the rocks and pushed them into the soft ground. You will see a particularized reference to this in the enclosed letter. The Troys would like to have these rocks moved.

The Department employees agreed that they would check the well on the Lammert property to determine why the pump continues to go on and off even though no water is coming up. Apparently there is a leak in the line and I would suggest that the employees be instructed to check this matter as soon as possible.

(Bought 9-20)

Folio 9-18

Blackberry 9-13

Wagon 9-13
recruitment
cash 9-13

El Paso 9-6
will remove

Darius is
having out side
work done

Page 3, Anthony Yturri to Leonard Lindas, August 21st, 1963.

The Troys request also that the portion of the road that exists in the
rights of way leading to, through and from the underpass from the right of way
fences on each side be maintained by the department. This is a maintenance
matter and I suppose will be attended to.

These are the major items, except that we feel that the Troys should be
paid \$ 424.00 for the items of damage that we previously discussed and which
I itemized for you. As for the claim against the construction company for the
fire, etc., they will pursue such claims on their own, but will not sign any deed
until the insurance claim is settled.

If all of the above are done the matter can be concluded and the deed will
be signed, and I hope this will conclude the matter. It will so far as I am
concerned.

Sincerely yours,

YTURRI, O'KIEF & COX

By

Anthony Yturri

AY/nb

Jan. 3 , 1963
Troy Ranch

Dear Tom :

The following are the Troy complaints:

At our request additional work was done on the approaches. A clay-dirt wasspread on top of the loose gravel, the next day it started raining, and did so for many days. These approaches had to be used, thus we cut deep ruts in them. They are now frozen, and very ruff. We request the State to continue to work these approaches until they become a firm surface.

Yes, all of the gates have been installed. Our Objections for the past several months have been that some of these gates are falling off their hinges, and others do not reach the latch to fasten them al all. The hinge also slips on the gate, causing the length of the gate to vary. We have recommended a bolt be placed through each hinge and gate, to prevent the slipping of the hinge. We also recommended a chain and snap be placed on each gate to be used as a safety lock, as many times, cattle have opened the existing latch, and as many as three hundred head have been on the high way at one time.

At the present time I do not know if Alder Creek has been restored to a clear chanel, do know there has been work done toward this goal.

A chanel Has been dug for Straw Creek but the drainage is not satisfactory as it was backed so long it made a swamp of th the land through which it runs.

Concerning the irrigation ditches, the State has agreed to do any work necessary to allow free movement of irrigation water in ditches on highway right of way. Please keep in mind that a pipe placed too high in a ditch can cause trouble for a distance preceeding the pipe, as far back as the water has to back up to build depth enough to enter the pipe. This would be beyound highway right of way. I mention these facts because as yet I havent even been able to try one particular ditch since the Freeway constrution started. Mr. Cameren states that trouble in a ditch outside highway right of way is of no concern to him, and he will do nothing, even though the basic trouble with the ditch is on the State. For example, one of our ditches that had just been cleaned was completely blocked on State property. This caused our ditch to silt full, break in several places, and wash a recently worked field. The State told us we could fix the breaks and clean our own ditch as it was not the State's obligation. Wehad to discontinue use of this ditch as the construction work kept it blocked most of the time during the period we were trying to use it. This has resulted in considerable loss of hay to the Troys.

Concerning the Lammert well, we have been told many times something would be done about it. Mr. Lammert says nothing has been done.

Concerning the building stone that was dumped on the Troy's property. It was put there by El Paso Gas, over their pipe line, in a pile, also stakes were driven across this pile of a road to keep the Highway workers off it, and they were told many times to stay out. There were also several promises made that trucks would not cross this property. This pile of rock was leveled off by the Construction Co. and driven over by heavy trucks forcing it into the soft earth. So the Construction Co. was trespassing after being told to stay out by Miss. Troy, and also by Mr. Fowler of El Paso Gas Co. So we believe it is now the Highway's responsibility to remove the rocks.

Tony, regarding the underpass at Pleasant Valley, and the watering place we were to have. I do not understand how the State of Oregon can now take this water from our cattle, or even why they would do. This is the only watering place we had left for a one-thousand acre pasture. The State never paid damage for making this pasture useless to us. We never asked for this type of damage as I was told we would have free access through the underpass to the water and also to the other fields as long as we didn't intentionally use it for a milling area. As you remember, this was one big item we insisted on before we would settle with the State. "Since the final judgement was made, an existing railroad fence was removed from the outside of the creek, and a new highway fence was built on the inside of the creek, thus keeping our stock only a few feet from water. This fence also keeps us from pumping water from the creek to irrigate the cropland as I have previously done. Another man close to us has an underpass from his pasture to water, why should we not receive the same consideration.

The bridge across Alder Creek has been rebuilt. It is an exaggeration when Mr. Cameron says the location was changed, "several times". It was changed twice the reason being they had picked a place that was the mouth of a gulch where a large stream of water enters in the spring. The next change was an accommodation on our part, as it would require less work especially less clearing of trees for the State's Crew. It does not matter about the cottonwood trees, but in building the bridge they broke a cement pipe that we had had on a well which was not in the path of the bridge.

It was our understanding that the State agreed to maintain that portion of the underpass that was within the right of way. No individual should be expected to maintain equipment to clear drifted snow from such an approach that the Highway Commission wished on us at the underpass at Pleasant Valley when the State already has such equipment which could be used there.

Nothing has been done as yet about the soil spread over the Troy property on the south side of underpass. A man from the contractors insurance co. came to see us, but when we told him we had an attorney he said he couldn't deal with us, had to deal through the attorney. We gave him Mr. Yturres address in Ontario, have heard nothing more about it.

Mr. Cameron and two other men from the Highway Engineering Dept. were here and talked of wanting more land to rebuild the fence that has caved in at Pleasant Valley. We informed them that if they took any more land there the rest would be useless as it would be so narrow you couldn't use any farming equipment in it.

We are very dissatisfied with Mr. Camerons attitude. Even though he doesn't like us, he shouldn't use his position with the State to work against us.

For example: We ask him many times in a six month period to repair a fence, he always said he would, but did not. Two head of stock went through this broken down fence. We got one back, but could not get the other without cutting the fence. We were told that stock would not get on the Freeway, therefore no gates, and that if they did we were not to worry about them, the State would put them back. We called Mr. Cameren, and three days later and two more phone calls, he sent two men out. They did not take the fence down and put her back where she had been, but they did run her to the end of the Freeway, about two miles, then through a closed barwire gate, into a field belonging to Wayne Troy, and left her there. She had been sold, and scheduled for delivery early the next morning. Mr. Cameren said their job was to get her off the Freeway, that they could put her any place they pleased, and do it any way they pleased, and that they would fix the fences in their own time, and not when it was convenient to us. The next week the fence was fixed.

On the Thanksgiving weekend, one hundred head of cows, plus their calves, got a highway gate open, which was not properly installed, went about a mile down the highway. The State Police notified us we had cattle on the highway, to get them off. We did not attempt to drive these cattle back up the highway, as it was dark, raining and the traffic was very heavy. We took the highway fence loose, without cutting it, where it joined the railroad fence. We then drove these cattle through the fields, back to the field from where they had gotten the gate open. After the holidays were over, Mr. Cameron was told what had happened. He said, "You took the fence down, you fix it". He finally agreed that he would fix the fence as it was his fault that the cattle got out of the field, and as he didn't even help put the cattle in. But on December 22, Wayne Troy put about twenty head of heifers in his field, checked the fence, and found that it was still down at the corner. Also that over half of the new fence was now down, or big holes had been dug underneath it. Mr. Cameron was told of this condition, he got mad, said he was tired of being told

that fences were down, and that cattle were out. He said and I quote, "it's just too bad, I will discuss it with you after the holidays are over", he then hung-up. We called again, and told him to hear us out before he hung-up on us again. He then listened to what we had to say. Said he would fix the fence in his own sweet time, and he was not concerned about the cattle getting on the highway. We then called J. B. Bangert, in La Grande, he assured us the fence would be fixed, it was. Then a complete temporary fence installed after the holidays, as the permanent fence was taken out.

One of the steel gates that was installed on the ranch leased to Mr. Lammert was removed recently. Mr Lammert, not liking his wooden pannel that was secured in his gate opening with bailing wire, complained to the Troys. Miss Troy informed Mr. Cameren that the gate was missing. He said he had taken it, and put it on a place run by Wayne Troy, (who is also a renter of Troy property). But that he had replaced the gate with a wooden pannel. Miss Troy, knowing the gate had been hung for about two years, ask if the pannel would be replaced by another steel gate. She was told, " No, that's it". There is now much hard feelings between all parties concerned. The Troys want to know why this gate was taken, does the State do this type of thing as a standard practice, and what assurance they will have that other gates, fences or other items will not be removed at a future date.

This letter is getting lengthy, so we will close, but please, we ask the State, do not send the Troys any more letters saying that they (the Troys) havent been inconvenienced by the construction, it really hits a sore spot. Makes us feel as though the State wants to rub it in, and make us like it.

Very truly yours,

9

RECEIVED
OCT 10 1963

FOR FILING

Shaw

NOTED
LLOYD P. SHAW

CON LAB 25 10-3-63 9:10 AM

MORGAN
ATTENTION: PUTNAM

CONTRARY TO PREVIOUS CORRESPONDENCE REGARDING THE TROY COMPLAINTS, IT IS NECESSARY FOR THE TROY CATTLE, AFTER GOING THROUGH THE UNDERPASS NEAR STATION 658+25, TO TRAVEL ABOUT 1600 FEET TO WATER, ABOUT 350 FEET ALONG FENCE LANE ON STATE PROPERTY, THE REST OF THE DISTANCE ON TROY LAND. THE 400 FEET DISTANCE MENTIONED IN OUR PREVIOUS CORRESPONDENCE WAS IN ERROR.

H S COULTER
IF

RECEIVED
AUG 26 1963

FOR FILING

8614

Salem, Oregon
August 23, 1963

Mr. Lloyd P. Shaw
Assistant State Highway Engineer

OFFICE

Attached is a copy of a letter from Anthony
Tturri relative to the long-standing Troy matter.

Will you please look into the complaint, see
if what is demanded is our obligation, and report back
to me. If we have some obligation that has not been
fulfilled, let us immediately take care of it. If some
of these demands are not our responsibility, I would
like to be so advised.

Good luck.

R. L. Porter
Deputy State Highway Engineer

Attach.

NLP:ms
cc Mr. Forrest Cooper

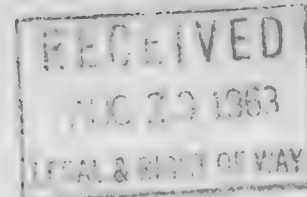
ANTHONY YTURRI
JOHN C. O'KIEF
JAMES A. COX

YTURRI, O'KIEF & COX
ATTORNEYS AT LAW
YTURRI-CALDWELL BUILDING
ONTARIO, OREGON 97914

RECEIVED 8/22/63
TO *Porter*
FOR *Comment*
LEONARD LINDAS

TELEPHONE
889-5368

August 21st, 1963



Mr. Leonard Lindas
Chief Counsel
State Highway Department
State Highway Building
Salem, Oregon

Re: Troy cases

Dear Mr. Lindas:

You will recall our conversation just after adjournment of the Legislature concerning the Troy controversies. I informed you at that time that we would submit an offer that might finally resolve the many differences that have arisen between the Troys and the Highway Department. It is unfortunate that these differences have arisen, but it may be a matter of personalities to come extent. As an example of the feelings that existed, I am enclosing a copy of a letter addressed to me in January by the Troys. I think it shows that their grievances are not imaginary and that there is just cause for their complaints.

First I should like to say that both of the Troy sisters have advised me that they will not execute the deed submitted to them for additional property until such time as these matters have been resolved and a settlement has been effected with the insurance company. The Department requested them to execute this deed, and it is designated as your file No. 33862. However, upon settlement of the differences, and particularly upon determination that the ditch which flows adjacent to a part of the highway and then crosses under it by means of a pipe, will convey water, they will execute the deed. You may recall this since it has been the subject of previous letters. The grade was changed by the Department and subsequently water would not flow through the ditch without causing deep backwaters at the point it entered the right of way. In any event, the Department has agreed to make the necessary grade changes to correct this situation. To date there has not been an occasion to test this ditch and this decision cannot be made until September sometime when water again can be put through this ditch.

The next item of controversy concerns the so-called "milling area". As I explained the present fencing prevents the cattle from access to water. I recall that when we discussed this many many months ago with Mr. Mansfield and others we insisted that we have access to water. In fact, neighbors, whose lands were condemned, have such access. I assured the Troys that you had informed me that they would be permitted access to water for their cattle. The Department must build fences so they will have such access. Actually, it is not their intention to herd their cattle to that area and confine them there, but simply to allow the cattle to come and go as they please, which is customary.

Now Leonard, aside from the above I am setting forth some of the items which the Troys object to. As a matter of fact they are not of major importance, but they are important to the Troys and they attach a lot of significance to them.

Page 2, Anthony Yturri to Leonard Lindas, August 21st, 1963.

First, for some unknown reason after having a steel gate at the Lammert place the Department removed it and replaced it with a wooden panel that is merely held in place with a piece of wire. I see no reason why the former gate, or one like it, is not replaced, and this is what the Troys demand.

The Troys informed me that they have been having some difficulty with cattle going through right of way fencing onto the right of way. Apparently in such instances highway employees have informed the Troys that under no circumstances are they to attempt to regain control of the cattle, but that highway employees will remove them from the right of way. This may be well and good, but it may be a long time before highway employees detect them or are available to remove cattle from the right of way. In one instance where many head got on to the right of way by reason of the right of way fence deficiency, the cattle were not removed from the right of way until they were a long distance from the field from which they had escaped. The Troys desire the department to at least maintain its right of way fences in such manner as will so far as possible prevent the escape of cattle on to the right of way under normal conditions. They desire to know also what the policy of the department is with respect to livestock which do enter the highway right of way by reason of a fence deficiency.

About 6 weeks ago at a point just below Pleasant Valley Highway employees dumped boulders from the high hill and they are now right in the middle of the creek bed. It is far easier for the Highway crew to remove these than it is for the Troys and they should be removed.

When the Department changed the channel of Alder Creek near the house where Wayne Troy was living it was done in such a manner as to allow loose silt to fill the creek bed and the water covered the field. In fact, they advise me that you could only see the top one foot of the State's fence. This occurred because the channel was not deep enough and this could easily be corrected by the State. The silt is still in the stream. It must be removed because it has made a swamp out of the field.

During the construction near the underpass where the Troy Sisters live, the water was held back and at that point the stream on Straw Creek is now full of silt and the culvert which crosses the highway is completely filled with silt and must be cleaned.

Also the State placed many rocks over the road across the El Paso line. El Paso placed the rocks there so the State would not hurt its line, and requested the State not to cross. Anyway, the crews simply run over the rocks and pushed them into the soft ground. You will see a particularized reference to this in the enclosed letter. The Troys would like to have these rocks moved.

The Department employees agreed that they would check the well on the Lammert property to determine why the pump continues to go on and off even though no water is coming up. Apparently there is a leak in the line and I would suggest that the employees be instructed to check this matter as soon as possible.

Page 3, Anthony Yturri to Leonard Lindas, August 21st, 1963.

The Troys request also that the portion of the road that exists in the rights of way leading to, through and from the underpass from the right of way fences on each side be maintained by the department. This is a maintenance matter and I suppose will be attended to.

These are the major items, except that we feel that the Troys should be paid \$ 424.00 for the items of damage that we previously discussed and which I itemized for you. As for the claim against the construction company for the fire, etc., they will pursue such claims on their own, but will not sign any deed until the insurance claim is settled.

If all of the above are done the matter can be concluded and the deed will be signed, and I hope this will conclude the matter. It will so far as I am concerned.

Sincerely yours,

YTURRI, O'KIEF & COX

By *Anthony Yturri*

AY/nb

Jan. 3 , 1963
Troy Ranch

Dear Tom :

The following are the Troy complaints:

At our request additional work was done on the approaches. A clay-dirt wasspread on top of the loose gravel, the next day it started raining, and did so for many days. These approaches had to be used, thus we cut deep ruts in them. They are now frozen, and very ruff. We request the State to continue to work these approaches until they become a firm surface.

Yes, all of the gates have been installed. Our Objections for the past several months have been that some of these gates are falling off their hinges, and others do not reach the latch to fasten them al all. The hinge also slips on the gate, causing the length of the gate to vary. We have recommended a bolt be placed through each hinge and gate, to prevent the slipping of the hinge. We also recommended a chain and snap be placed on each gate to be used as a safety lock, as many times, cattle have opened the existing latch, and as many as three hundred head have been on the high way at one time.

At the present time I do not know if Alder Creek has been restored to a clear chanel, do know there has been work done toward this goal.

A chanel has been dug for Straw Creek but the drainage is not satisfactory as it was backed so long it made a swamp of th the land through which it runs.

Concerning the irrigation ditches, the State has agreed to do any work necessary to allow free movement of irrigation water in ditches on highway right of way. Please keep in mind that a pipe placed too high in a ditch can cause trouble for a distance preceeding the pipe, as far back as the water has to back up to build depth enough to enter the pipe. This would be beyound highway right of way. I mention these facts because as yet I havent even been able to try one particular ditch since the Freeway constrution started. Mr. Cameren states that trouble in a ditch outside highway right of way is of no concern to him, and he will do nothing, even though the basic trouble with the ditch is on the State. For example, one of our ditches that had just been cleaned was completely blocked on State property. This caused our ditch to silt full, break in several places, and wash a recently worked field. The State told us we could fix the breaks and clean our own ditch as it was not the State's obligation. Wehad to discontinue use of this ditch as the construction work kept it blocked most of the time during the period we were trying to use it. This has resulted in considerable loss of hay to the Troys.

Concerning the Lammert well, we have been told many times something would be done about it. Mr. Lammert says nothing has been done.

Concerning the building stone that was dumped on the Troy's property. It was put there by El Paso Gas, over their pipe line, in a pile, also stakes were driven across this semblance of a road to keep the Highway workers off it, and they were told many times to stay out. There were also several promises made that trucks would not cross this property. This pile of rock was leveled off by the Construction Co. and driven over by heavy trucks forcing it into the soft earth. So the Construction Co. was trespassing after being told to stay out by Miss. Troy, and also by Mr. Fowler of El Paso Gas Co. So we believe it is now the Highways responsibility to remove the rocks.

Tony, regarding the underpass at Pleasant Valley, and the watering place we were to have. I do not understand how the State of Oregon can now take this water from our cattle, or even why they would do. This is the only watering place we had left for a one-thousand acre pasture. The State never paid damage for making this pasture useless to us. We never asked for this type of damage as I was told we would have free access through the underpass to the water and also to the other fields as long as we didn't intentionally use it for a milling area. As you remember, this was one big item we insisted on before we would settle with the State. "Since the final judgement was made, an existing railroad fence was removed from the outside of the creek, and a new highway fence was built on the inside of the creek, thus keeping our stock only a few feet from water. This fence also keeps us from pumping water from the creek to irrigate the cropland as I have previously done. Another man close to us has an underpass from his pasture to water, why should we not receive the same consideration.

The bridge across Alder Creek has been rebuilt. It is an exaggeration when Mr. Cameron says the location was changed, "several times". It was changed twice the reason being they had picked a place that was the mouth of a gulch where a large stream of water enters in the spring. The next change was an accommodation on our part, as it would require less work especially less clearing of trees for the State's Crew. It does not matter about the cottonwood trees, but in building the bridge they broke a cement pipe that we had had on a well which was not in the path of the bridge.

It was our understanding that the State agreed to maintain that portion of the underpass that was within the right of way. No individual should be expected to maintain equipment to clear drifted snow from such an approach that the Highway Commission wished on us at the underpass at Pleasant Valley when the State already has such equipment which could be used there.

Nothing has been done as yet about the soil spread over the Troy property on the south side of underpass. A man from the contractors insurance co. came to see us, but when we told him we had an attorney he said he couldn't deal with us, had to deal through the attorney. We gave him Mr. Yturres address in Ontario, have heard nothing more about it.

Mr. Cameron and two other men from the Highway Engineering Dept. were here and talked of wanting more land to rebuild the fence that has caved in at Pleassant Valley. We informed them that if they took any more land there the rest would be useless as it would be so narrow you couldnt use any farming equipment in it.

We are very dissatisfied with Mr. Camerons attitude. Even though he doesn't like us, he shouldn't use his position with the State to work against us.

For example: We ask him many times in a six month period to repair a fence, he always said he would, but did not. Two head of stock went through this broken down fence. We got one back, but could not get the other without cutting the fence. We were told that stock would not get on the Freeway, therefore no gates, and that if they did we were not to worry about them, the State would put them back. We called Mr. Cameren, and three days later and two more phone calls, he sent two men out. They did not take the fence down and put her back where she had been, but they did run her to the end of the Freeway, about two miles, then through a closed barbwire gate, into a field belonging to Wayne Troy, and left her there. She had been sold, and scheduled for delivery early the next morning. Mr. Cameren said their job was to get her off the Freeway, That they could put her any place they pleased, and do it any way they pleased, and that they would fix the fences in their own time, and not when it was convenient to us. The next week the fence was fixed.

On the Thanksgiving wekend, one hundred head of cows, plus their calves, got a highway gate open, which was not properly installed, went about a mile down the highway. The State Police notified us we had cattle on the highway, to get them off. We did not attempt to drive these cattle back up the highway, as it was dark, raining and the traffic was very heavy. We took the highway fence loose, without cutting it, where it joined the railroad fence. We then drove these cattle through the fields, back to the field from where they had gotten the gate open. After the holidays were over, Mr. Cameron was told what had happened. He said, "You took the fence down, you fix it". He finally agreed that he would fix the fence as it was his fault that the cattle got out of the field, and as he didnt even help put the cattle in. But on December 22, Wayne Troy put about twenty head of heifers in his field, checked the fence, and found that it was still down at the corner. Also that over half of the new fence was now down, or big holes had been dug underneath it. Mr. Cameron was told of this condition, he got mad, said he was tired of being told

that fences were down, and that cattle were out. He said and I quote, "it's just too bad, I will discuss it with you after the holidays are over", he then hung-up. We called again, and told him to hear us out before he hung-up on us again. He then listened to what we had to say. Said he would fix the fence in his own sweet time, and he was not concerned about the cattle getting on the highway. We then called J. B. Bangert, in La Grande, he assured us the fence would be fixed, it was. Then a complete temporary fence installed after the holidays, as the permanent fence was taken out.

One of the steel gates that was installed on the ranch leased to Mr. Lammert was removed recently. Mr Lammert, not liking his wooden pannel that was secured in his gate opening with bailing wire, complained to the Troys. Miss Troy informed Mr. Cameren that the gate was missing. He said he had taken it, and put it on a place run by Wayne Troy, (who is also a renter of Troy property). But that he had replaced the gate with a wooden pannel. Miss Troy, knowing the gate had been hung for about two years, ask if the pannel would be replaced by another steel gate. She was told, " No, that's it". There is now much hard feelings between all parties concerned. The Troys want to know why this gate was taken, does the State do this type of thing as a standard practice, and what assurance they will have that other gates, fences or other items will not be removed at a future date.

This letter is getting lengthy, so we will close, but please, we ask the State, do not send the Troys any more letters saying that they (the Troys) havent been inconvenienced by the construction, it really hits a sore spot. Makes us feel as though the State wants to rub it in, and make us like it.

Very truly yours,

FORM 5-127
RECEIVED
AUG 5 - 1963

GLENN L. JACKSON, CHAIRMAN
MEDFORD
KENNETH N. WILSON, MEMBER
WASCO
FOR FILING

DAVID B. SIMPSON, MEMBER PORTLAND
FLOYD QUERY, SECRETARY SALEM
5604



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

August 2, 1963

Mr. James F. Bodie
Attorney at Law
P.O. Box 356
Prineville, Oregon 97754

Dear Mr. Bodie:

Reference is made to your correspondence with Mr. Query concerning the original voucher for final payments on contracts No. 5604 and 5769.

We contacted Mr. Donald McEwen in Portland this morning and he found that the original of the voucher had been retained in his file. He will send it to us, thus eliminating the necessity of furnishing a duplicate for signature.

Very truly yours,

C. H. Maison
Auditor

By: 
D. B. Taylor
Assistant Auditor

DBT:cg

cc: Floyd Query

NOTED
FLOYD QUERY

RECEIVED
AUG 2 - 1963

FOR FILING

5604

August 1, 1963

Mr. James F. Bodie
Attorney at Law
P. O. Box 356
Prineville, Oregon 97754

Dear Mr. Bodie:

I checked again with the Accounting Division concerning the voucher for final payment in the amount of \$22,783.63 on State Highway Contracts 5604 and 5769, and found that they did not have the signed original voucher in their office. Apparently it has been lost, and I am asking the Accounting Division to send you a new voucher.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: C. H. Maison
Attn: Arnold Kahler

Mr. Donald McEwen
Attorney at Law
Equitable Building
Portland, Oregon

JAMES F. BODIE
ATTORNEY-AT-LAW
PRINEVILLE, OREGON

P. O. BOX 386
PHONE HI 7-7083 97754

July 30, 1963

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Mr. Donald McEwen
Attorney at Law
Equitable Building
Portland, Oregon

Dear Mr. Query:

I am writing you concerning your letter of July 19, 1963 wherein you stated you had checked with the Accounting Division of the status of the final payments on Contracts No. 5604 and 5769 that had been awarded to Keystone Construction Company, the balance due on these final payments having been combined into one sum in the amount of \$22,783.63.

You stated apparently the voucher had not been received. The voucher was forwarded to your office by Mr. Donald McEwen, Attorney at Law of Portland, approximately one month ago.

If the voucher has not been received as yet, I would appreciate your letting me know and forward us a new voucher to be executed so that we can get this account paid.

Very truly yours,

James F. Bodie
James F. Bodie

JFB:mm



RECEIVED
JUL 19 1963

FOR FILING

5604

July 19, 1963

Mr. James F. Bodie
P. O. Box 356
Prineville, Oregon

Dear Mr. Bodie:

After you telephoned me yesterday I checked with our Accounting Division concerning the status of final payment on Contract Nos. 5604 and 5769, awarded to Keystone Construction Company.

I was told that the final payments for these two contracts had been combined into one sum in the amount of \$22,783.63. Payment of this amount, however, cannot be made until the voucher, signed by Keystone Construction Company, has been returned. If the voucher for this payment has been sent in, please let us know.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

RECEIVED
JUL 16 1963

FOR FILING

5604

July 16, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Attention: Mr. Gordon Brooks

Dear Sir:

We are returning herewith two final inspection reports that have been approved and signed by the Bureau of Public Roads.

1. Baker-Pleasant Valley, grading
I-80N-7(1)306 final
Contract No. 5604
Contractor, Keystone Construction Co.
2. Pleasant Valley-Hill Creek, grading & paving
I-80N-7(8)316 final
Contract No. 5769
Contractor, Keystone Construction Co.

The return of these two reports was requested by Mr. Brooks in his conversation with Mr. Hardie a few days ago. When the State has made final settlement with the contractor in regard to these two projects, we will expect these final reports to be returned to us at that time.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

JAH:lt
Enc.

cc: Frank Morgan

RECEIVED
JUL 3 - 1963

FOR FILING

7-4-2
5614

July 2, 1963

Cake, Jauragay, Hardy, Buttlar & McKeen
Attorneys at Law
1220 Equitable Building
Portland 4, Oregon

Attention Mr. Donald W. McKeen

Gentlemen:

Re: Claim of Keystone Construction Company,
Inc., for additional compensation on
Contract No. 5004, Baker-Pleasant Valley,
and Contract No. 5769, Pleasant Valley-
Hill Creek.

On May 29, the Keystone Construction Company
forwarded to us a detailed breakdown of claims against the
Highway Department on Contract 5004, Baker-Pleasant Valley
Section, and Contract 5769, Pleasant Valley-Hill Creek Sec-
tion, Interstate Highway 80N, in Baker County.

The Department has just finished a detailed and
rigorous review of the claims as presented. Unless the
Keystone Construction Company has further information than
was contained in the May 29 presentation, there is nothing,
in our opinion, to negotiate. However, if you would like
to discuss the matter with us, we will be glad to meet with
you at any time at your convenience. As the records of
these contracts are in the Highway Building in Salem, we
suggest that the meeting be held here. If you would let us
know a day or two in advance, we would arrange to have the
necessary people in attendance.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLP:ms

cc Mr. Forrest Cooper
Mr. L. I. Linder
Mr. Lloyd P. Sharr

RECEIVED
JUL 3 - 1963

FOR FILING

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
JOHN H. BUTTLER
DONALD W. MCEWEN
WILLIAM E. LOVE
JONATHAN U. NEWMAN
RALPH H. CAKE, JR.
JOHN R. FAUST, JR.
CLAUDE A. INGRAM, JR.

5604

CAKE, JAUREGUY, HARDY, BUTTLER & MCEWEN
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON
CAPITOL 2-1323

June 27, 1963

Mr. Forrest Cooper
State Highway Engineer
c/o State Highway Department
Salem, Oregon

Re: Claim of Keystone Construction Company,
Inc., for additional compensation on
Contract No. 5604, Baker - Pleasant
Valley and Contract No. 5769, Pleasant Valley -
Hill Creek.

Dear Sir:

Porter
This office has been retained to represent
Keystone Construction Company in connection with its
claim for additional compensation arising from the
performance of Contract Nos. 5604 and 5769. These
contracts were for highway construction for the Highway
Department in the Baker - Pleasant Valley and Hill Creek
areas.

Without commenting upon the merits of the
contract claims it would appear desirable to attempt to
resolve the matters at issue by negotiation rather than
litigation. This office, and representatives of the
contractor, stand ready to meet with you, or such of
your assistants as you designate, for the purpose of
attempting to negotiate a settlement of these claims.

Yours very truly,

CAKE, JAUREGUY, HARDY, BUTTLER & MCEWEN

Donald W. McEwen
Donald W. McEwen

DWMCE:P

cc: A. F. Parson
cc: H. S. Coulter
cc: R. R. Camerson
cc: Floyd Query
cc: Jack Dunn
cc: Jim Bodie

RECEIVED JUN 28 1963 OFFICE OF STATE HIGHWAY ENGINEER	RECEIVED JUN 28 1963 OREGON STATE HIGHWAY COMMISSION
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NOTED
R. L. PORTER

RECEIVED
JUL 3 - 1963

FOR FILING

I - MN-7(1) 300
5604

Salem, Oregon
June 25, 1963

Mr. F. D. Morgan
Construction Engineer
BUILDING

On June 3 I forwarded to you claims by the Keystone Construction Company on Contracts 5604 and 5769, the Baker-Pleasant Valley and the Pleasant Valley-Hill Creek Sections of Interstate 80N in Baker County.

Please advise as to the status of your investigation.

R. L. Porter
Deputy State Highway Engineer

RLP:ms

RECEIVED
JUL 1 - 1963

FOR FILING

I-SON-7(1)
Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

477 Cottage Street N.E.
Salem, Oregon

June 20, 1963

A. W. Parsons, Division Engineer
Salem, Oregon

by: G. H. Brooks
District Engineer

Oregon Projects I-SON-7(1)306 and I-SON-7(7)312
Baker-Pleasant Valley Section

Mr. Young's June 6, 1963 letter forwarded two signed copies of the agreement with the Union Pacific Railroad Company, File No. 2005, dated September 20, 1962. The agreement has been approved effective this date.

original to Young
7-1-63

NOTED
LLOYD P. SHAW

RECEIVED
JUN 10 1963

FOR FILING

June 6, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
177 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of agreement with the
Union Pacific Railroad Company, File No. 2805, dated September 20,
1962.

The above agreement covers the construction of the
Baker-Pleasant Valley Section, Project No. I-80N-7(1)306 and
the Baker-Pleasant Valley Section (Structures), Project No.
I-80N-7(7)312.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

ENC:er

RECEIVED
JUN 3 - 1963

FOR FILING

5604

Salem, Oregon
June 3, 1963

Keystone Construction Co. Claim
Contracts 5604 and 5769

Mr. F. D. Morgan
Construction Engineer
BUILDING

Herewith copy of a claim letter from the
Keystone Construction Company relative to Contracts
5604, Baker-Pleasant Valley Section, and 5769, Pleas-
ant Valley-Hill Creek Section, Interstate Highway 80E
in Baker County.

Please examine the matter in detail and pre-
pare an answer for Mr. Cooper's signature. It appears
that we are headed toward a law suit in this matter.

R. L. Porter
Deputy State Highway Engineer

RLP:ms
cc Mr. Forrest Cooper
Mr. Lloyd Shaw

June 3, 1963

Mr. Ron Halsey, Secretary
Hegstone Construction Company, Inc.
Post Office Box 55
Prineville, Oregon

Dear Mr. Halsey:

Reference is made to your claim, dated May 29,
on Contract 5604, Baker-Pleasant Valley Section, and
Contract 5769, Pleasant Valley-Hill Creek Section, of
Interstate 30E in Baker County.

As soon as this Department has had an opportunity to examine the matter in detail, you will be contacted.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

R. L. Porter
Deputy State Highway Engineer

RLF:ms

cc Mr. Forrest Cooper
Mr. Lloyd Shaw
Mr. F. D. Morgan

KEYSTONE CONSTRUCTION COMPANY

P.O. BOX 55

Prineville, Oregon

May 29, 1963

Mr. Forrest Cooper
State Highway Engineer
c/o State Highway Department
Salem, Oregon

Re: Claim of Keystone Construction Company,
Inc., for additional compensation on
Contract No. 5604, Baker - Pleasant Valley,
and Contract No. 5769, Pleasant Valley -
Hill Creek.

Dear Sir:

Reference is made to the two construction contracts hereinabove identified. Contract No. 5604 was awarded to Keystone Construction Company, Inc. on March 10, 1960. Contract No. 5769 was awarded to Keystone Construction Company, Inc. on August 18, 1960. The work required to be performed by Keystone Construction Company, Inc., hereinafter referred to as Contractor, pursuant to each of the above contracts, has been completed. The final estimates and voucher for each of these contracts have been submitted, each of the same being transmitted by mail, postmarked March 5, 1963.

Printed
Pursuant to the provisions of the contracts, the Contractor hereby makes claim for additional compensation earned under the aforesaid contracts. There are transmitted herewith Exhibits "A", "B" and "C". Exhibit "A" details insofar as possible the claim for additional compensation for the excavation of materials, and the haulage thereof, performed by the Contractor under Contract No. 5604. The total earned but unpaid as shown by Exhibits "A" and "B" is the sum of \$138,998.80. Exhibit "C" sets forth the earned but unpaid compensation due the Contractor under Contract No. 5769. Exhibits "A" and "B", both relating to Contract No. 5604, separately treat the unpaid for excavation and haulage from the improperly assessed liquidated damages. Exhibit "C" comprises in a single document the Contractor's claim for unpaid for excavation, haulage and improperly assessed liquidated damages.

The total amount reflected by the three Exhibits

copy to FC

Mr. Forrest Cooper
May 29, 1963
Page 2

is the sum of \$255,820.62. In addition the Contractor claims an additional sum of \$90,000.00 due upon Contract No. 5604. This additional amount is claimed for the excavation of materials and the haulage thereof. In addition, the Contractor claims \$60,000.00 due under Contract No. 5769, which is likewise due for the excavation and haulage of materials. The amounts last set forth cannot be detailed to the same extent as the claims reflected in the transmitted Exhibits at the present time. This detailing cannot now be set forth because the engineering work necessary to detail the same has not as yet been completed.

After receipt of the final estimates and voucher by the Contractor, its representatives met with Mr. R. R. Cameron, the Resident Engineer, at Baker, Oregon, and Mr. Scott Coulter, the Assistant Division Engineer, for the purpose of inducing the Highway Commission to make an entire engineering cross-section of the area covered by the contracts. The Contractor is confident that should such engineering be performed it would clearly indicate that the Contractor was entitled to substantial additional sums for the excavation of materials and the haulage thereof. The Contractor's request was declined and thereafter the Contractor engaged Pettyjohn Engineering Company of Portland, Oregon, for the purpose of making the necessary engineering studies, surveys, cross-sections and profiles to substantiate its claim. This engineering company has thus far made certain surveys, profiles and cross-sections of the area embraced in Contract No. 5604. The determination by this independent engineer substantiates the Contractor's claim and is in substantial agreement with the Contractor's records. When this independent engineer has had an opportunity to complete the cross-section of the entire area embraced by both contracts, greater detail for the basis of the claim can be supplied. However, since the contract requires the Contractor to make claim to the Highway Engineer within ninety [90] days following the submission of the final estimates and voucher, this claim is being made at the present time.

Keystone Construction Company, Inc. hereby claims additional compensation in the sum of

[1] \$228,998.80 for services performed under Contract No. 5604 and for liquidated damages improperly retained

Mr. Forrest Cooper
May 29, 1963
Page 3

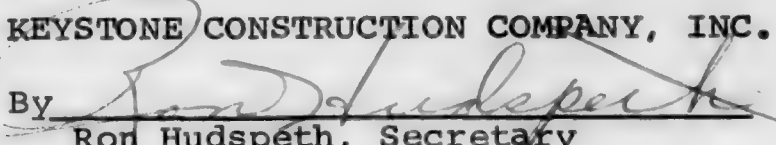
by the State;

[2] \$176,821.82 as additional compensation
due under Contract No. 5769 for services performed thereunder
and for improper retention by the State of liquidated damages.

Yours very truly,

KEYSTONE CONSTRUCTION COMPANY, INC.

By


Ron Hudspeth, Secretary

DWMcE:P

Encls.

- cc - A. F. Parsons, Division Engineer
State Highway Commission
La Grande, Oregon
- cc - H. S. Coulter, Assistant Division Engineer
State Highway Commission
Baker, Oregon
- cc - R. R. Camerson, Resident Engineer
State Highway Commission
Baker, Oregon
- cc - Floyd Query, Secretary
State Highway Commission
Salem, Oregon
- cc - Jack Dunn
723 Pittock Block
Portland, Oregon
(Atty for American Insurance Company)

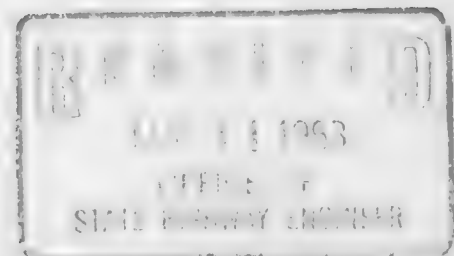


EXHIBIT "A"

Start of Job #5604
Baker to Pleasant Valley

Item #1

The mass shows the matl. from sta. appr. 170+00 to 180+00 was hauled to sta. 193+00. This matl. was hauled to sta. 191+00 as our const. reports and the plans show. The matl. from emb. sta. 191+00 to sta. 193+00 came from cut sta. 235+00 to sta. 252+00. This matl. was to go ahead and be emb. to sta. 281+60, but the fill to sta. 281+60 was completed and this matl. was surplus. From channel change and main line from sta. 235+00 to sta. 252+00 Keystone Const. Co. was ordered by Mr. Cameron to haul this matl. back to waste area at sta. 191+00 to sta. 195+00 in the amount of appr. 10,000 yds. Mr. Cameron changed the balance points after the work was completed. The matl. the mass shows going to sta. 193+00 was wasted over the slope in the same area it was exc. We were not paid all of the haul on the above matl. The mass does not show all of the matl. emb. from sta. 191+00 to sta. 193+00.

Keystone was not paid the haul on this matl. in the amount of

\$1,400.00

Item #2

The mass again shows Mr. Cameron changed the bal. points from sta. 238+10 back to sta. 237+75 in a heavy cut. In doing so Cameron shows from sta. 237+75 92,392 yds. of exc. going ahead to and being emb. to sta. 285+10. Cameron shows the emb. to be 91,913 yds. This shows no swell at all in this matl.

The way the mass shows the above work is intirely wrong. Here again Mr. Cameron changed the balance points after the work was completed. Cameron changed the bal. from sta. 281+60 ahead to sta. 285+10 after the work was completed. The way the work was done and the plans show it was to be done. From cut sta. 238+10 ahead there was 68,248 yds. of exc. and this matl. was emb. ahead to sta. 281+60. There was some swell in this matl. because some of it was very rockv. The other 24,144 yds. was hauled back to waste at sta. from 191+00 to sta. 195+00.

We were not paid the diff. in long over haul in the amount of

\$ 570.00

Item #3

Here again Mr. Cameron changed the balance points from sta. 309+50 to fill sta. 281+60 to cut sta. 307+00 to fill sta. 285+10. Here again Cameron changed these balance points after the work was completed. The mass shows 22.471 yds. of exc. going from cut sta. 307+00 back to fill sta. 285+10. Again this is intirely wrong. We exc. 49.123 yds. from sta. 311+50 back and emb. this matl. back to sta. 281+60. As the plans shows we made a haul road around the struct. at sta. 286+00 and hauled the above matl. back to sta. 281+60. As the plans show and as Mr. Cameron well knows we hauled appr. 1.000 yds. of matl. from sta. 309+50 back to sta. 286+00 for the access roads to the struct. at sta. 286+00. We were not paid the diff. in the haul on this matl. The reason we had to go back to sta. 311+50 was we were short of matl. This area from sta. 307+00 to sta. 313+00 was a borrow area. Of the 46.900 yds. the mass shows going ahead to sta. 315+00 there was only appr. 20.000 yds. went to sta. 315+00. The rest went back to sta. 281+60. We were not paid the haul on this 26.652 yds. of matl. in the amount of

\$1,172.40

Item #4

The mass shows 166.720 yds. of emb. from sta. 313+00 to sta. 323+00. Pettijohn's recross sections shows 170.496 yds. of emb. in the same area. What the mass does not show is the appr. 26.000 yds. that was hauled back to sta. 281+60 plus the 22.404 yds. that was hauled back to sta. 285+10 as Cameron shows on the mass. Also Cameron does not show on the mass the appr. 26.000 yds. that was hauled from sta. 332+00 to sta. 334+00 back to and emb. from sta. 313+00 to sta. 318+00 because it was surplus matl. from the above area. By hauling the matl. from sta. 311+50 back to sta. 281+60 this cut the fill at sta. 315+00 by 26.000 yds., but this matl. was replaced from sta. 332+00 to sta. 334+00.

We were not paid the haul on this matl. from sta. 332+00 to sta. 334+00 back to waste area at sta. 315+00 in the amount of

967.20

Item #5

In the entire cut from sta. 318+00 to sta. 336+00 the mass shows 402.123 yds. of exc., 43.651 yds. of sel. sub. base matl. The mass shows 119.885 yds. of exc. from sta. 318+00 to sta. 326+50 going to sta. 315+60 plus appr. 15.000 yds. of sel. sub. base matl. going from sta. 326+50 back to sta. 191+00. This shows a total of 134.884 yds. of exc. from sta. 318+00 to sta. 326+50. Pittejohn's recross sections show in the same above sta. 149.558 yds. of exc. A diff. of 14.674 yds. they, Keystone Const. Co., was not paid for in the amount of \$3,375.20.

Also in this same area in the emb. area from sta. 313+00 to sta. 323+00 the mass shows 119.820 yds. of emb. coming from sta. 326+50 plus the 20.000 yds. coming from sta. 311+50, a total of 139.820 yds. of emb. Pittejohn's recross sections for the same above sta. shows 170.104 yds. of emb. in the same above sta. from sta. 313+00 to sta. 323+00.

Here again Mr. Cameron changed the balances to suit himself after the work was completed. The amount due Keystone Const. Co. on the above item is

\$3,375.20

Item #6

The cut from sta. 326+50 to sta. 336+00 the mass shows 240.787 yds. of exc. going to fill from sta. 336+00 to sta. 341+00 plus appr. 28.567 yds. of sel. sub. base matl. going back to sta. 191+00. From sta. 336+00 to sta. 341+00 the mass shows 235.375 yds. of emb. Pittejohn's recross sections show 255.535 yds. of emb. in the same area from sta. 336+00 to 341+00. What the mass does not show is the 50.000 yds. of matl. that was hauled from sta. 333+00 to 336+00 cut sta. and wasted at sta. 372+00. Keystone Const. Co. was never paid the haul on this matl. in the amount of \$4,620.00.

From sta. 336+00 to sta. 337+50 the mass shows 110.090 yds. of emb. The recross sections show in the same area appr. 70.000 yds. of emb. So here again the recross sections shows that the mass is wrong.

In the area at appr. sta. 337+00 Keystone Const. Co. exc. appr. 20.000 yds. below the neat lines to find a solid foundation for multi. plate and the field drains in that area on Mr. Cameron's orders. The mass shows 14.196 yds. of special back fill matl. coming from cut sta. 342+00 to cut sta. 347+00. Instead of the 14.196 yds. the mass shows there was

Item #6 continued

65,000 yds. of exc. for special back fill that came from cut stas. 350+00 to 355+00 and was hauled to sta. 337+00 as special back fill under, over and around the multi. plate and field drains. A diff. of 50.904 yds. Keystone Const. Co. was not paid the exc. or haul on this matl. in the amount of \$13,690.92.

Also the 5.825 yds. the mass shows as sel. sub. base matl. coming from sta. 329+00 and going to sta. 347+00 is not so. This 5.825 yds. of sel. sub. base matl. shown above came from cut sta. 350+00 to sta. 355+00 back to sta. 329+00 as sel. sub. base matl. Keystone Const. Co. was shorted \$138.72 on long overhaul all through this area. Cameron changed the bal. to suit himself after the work was done.

The total amount due on Item #6 is

\$18,449.64

Item #7

The 8.831 yds. of exc. the mass shows coming from stas. 342+00 and 343+00 back to sta. 341+00 is not so. This 8.831 yds. was exc. from sta. 342+00 and sta. 343+00 and hauled to waste at sta. 372+00. Keystone Const. Co. was shorted the haul in the amount of \$654.18.

The mass shows 857.038 yds. of exc. from sta. 341+00 to sta. 368+00. The mass also shows 14.657 yds. of special back fill out of this cut and 56.139 yds. of sel. sub. base matl. Also out of this cut the way the mass shows this cut there would still be 786.242 yds. of exc. in the cut. The mass shows 774.907 yds. of emb. from sta. 368+00 to sta. 386+60. The mass does not show in exc. the 65.000 yds. that went from sta. 353+00 back to sta. 337+00 as special back fill matl. Also the mass does not show 5.683 yds. of sel. sub. base matl. coming from sta. 353+00 and going to sta. 329+00. The mass shows this matl. coming from a different cut. On the emb. from sta. 368+00 to sta. 386+60 the mass shows 774.904 yds. of emb. This matl. all coming from sta. 341+00 to sta. 368+00. The mass does not show the 22.675 yds. of exc. coming from cut stas. 450+00 to 463+00 back to fill sta. 379+00 to sta. 386+60. The mass shows this matl. going ahead which is wrong. From sta. 443+00 to sta. 463+00 the mass shows 45.431 yds. of exc. Our const. reports show 66.456 yds. of exc. in the same above sta. A diff. of 21.025 yds. Here again Mr. Cameron changed the balance points after the work was completed. The bal. was changed from sta. 463+00 back to sta. 455+00. Again the balance was changed from sta. 390+00 back to sta. 386+60. This is not the way the work was done at all. Keystone Const. Co. hauled 52.430 yds. from sta. 450+00 to sta. 463+00 back to and emb. this matl. from sta. 379+00 to sta. 391+00. Keystone claims \$4,835.75 shortage in exc. from sta. 443+00 to sta. 463+00 are 21.025 yds. plus the haul on 22.675 yds. from appr. sta. 453+00 back to sta. 379+00.

With the 22.675 yds. of matl. Keystone Const. Co. hauled from appr. sta. 453+00 back to sta. 379+00 and appr. 65.000 yds. that was wasted at sta. 372+00, 50.000 yds of the above matl. coming from sta. 332+00 to sta. 335+00 with the above 50.000 yds. coming from the above sta. and being wasted at sta. 372+00 and the 52.172 yds. that came from sta. 450+00 to sta. 463+00 and going to fill stas. 379+00 to 391+00. This would leave 672.780 yds. of emb. and 786.242 yds. of exc. coming from sta. 341+00 to sta. 368+00 and going to fill stas. 368+00 to sta. 386+00. A diff. of 113.462 yds. of exc. that got lost somewhere along the way. Keystone Const. Co. was shorted in this area a total of

\$9,179.63

Item #8

The mass shows 3.860 yds. of special back fill matl. coming from sta. 406+00 back to sta. 374+00 as special back fill matl. under, around and over multi. plate and field drains in the above area. But the mass does not show 7.764 yds. that was hauled from sta. 355+00 to sta. 357+00 back to sta. 374+00 as as special back fill for multi plate and field drains. A total of 11.624 yds. in haul due to Keystone Const. Co. in the amount of

\$ 338.00

Item #9

At sta. appr. 398+00 there was a bull 'n the state's stakes. After Keystone Const. Co. had made the slopes, Cameron decided it was wrong and restaked it and then ordered the matl. put back. Keystone Const. Co. removed appr. 1.000 yds. from the slope and after the state restaked it Keystone Const. Co. put the matl. back as Cameron had ordered. Keystone Const. Co. was not paid for this work in the amount of 1.000 yds. out and 1.000 yds. back in the amount of

\$ 460.00

Item #10

Here again Cameron changed the balance points after the work was done from sta. 417+00 ahead to sta. 419+10. Here again this matl. did not swell as Cameron shows it should. From sta. 395+00 to sta. 419+10 the mass shows 184.875 yds. of exc. and 174.823 yds. of emb. less 3.860 yds. of special back fill.

Item #11

The mass shows 122.462 yds. of exc. from sta. 463+00 to sta. 485+00. Our const. reports show Keystone Const. Co. exc. 148.650 yds. in the same sta. as above. A diff. of 26.188 yds. we have not been paid for. A recross section is the only way to tell where this matl. went. Keystone Const. Co. was shorted in this area in the amount of

\$6,023.24

Item #12

The mass shows from sta. 485+00 to sta. 533+20
124.214 yds. of exc. and 118.805 yds. of emb.
Keystone Const. Co. shows by the daily reports in
the same above sta. 135.123 yds. of exc. A diff. of
9.091 yds. We were not paid the exc. or haul on
this matl. in the amount of \$2,136.37

Item #13

From sta. 533+10 to cut sta. 550+00 the mass shows
53.773 yds. of exc. and 49.333 yds. of emb. Keystone
Const. Co. daily records show 58.122 yds. of exc.
and 58.456 yds. of emb. But here again Cameron
changed the balance points after the work was done
from sta. 440+50 back to sta. 410+10. This does not
show Keystone Const. Co. was paid the diff. in exc.
and haul on this matl. in the amount of 4.249 yds
at 23¢ a yd. or \$ 997.48
The haul will show up in the remeasure.

Item #14

The mass shows from sta. 550+10 to cut sta. 557+60
136.952 yds. of exc. and was emb. from sta. 654+00
to sta. 678+00. This is entirely wrong. Keystone
Const. Co. in the balance from sta. 550+50 to sta.
575+00 exc. 250.234 yds. and emb. it from sta. appr.
570+00 to 594+00. The plans show that the contractor
was to exc. the mud from sta. appr. 594+00 to appr.
sta. 600+00 and place this matl. back in fill from
sta. appr. 594+00 back to sta. appr. 585+00 but
this matl. was so wet it could not be worked. So,
Keystone Const. Co. hauled appr. 10,000 yds. of this
matl. back to a waste area at sta. appr. 535+00 as
Mr. Cameron told us to do. We were not paid for the
haul on this 10,000 yds. in the amount of \$1,452.00.

Keystone Const. Co. also wasted appr. 10,000 yds.
more of this mud over the slopes from stas. 585+00
back to appr. sta. 578+00. Keystone Const. Co.
was not paid the short haul on this 10,000 yds. in
the amount of \$300.00.

The mass also shows 10.026 yds. of this mud at sta.
600+00 exc. and emb. at stas. 651+00 to sta. 654+00.
This is entirely wrong. The above matl. was emb. from
stas. 664+00 to sta. 667+00. Keystone Const. Co.
was not paid the diff. in long over haul on this
10.026 yds. in the amount of \$264.00.

Item #14 continued

Also Keystone Const. Co. exc. appr. 30.000 yds. of matl. from sta. appr. 560+00 to 565+00 and emb. this matl. from stas. 585+00 to appr. sta. 594+00 to replace the mud hauled from that area. The mass does not show this at all. When I asked Mr. Cameron about the pay on this matl. his answer was we pay on the shortest haul. Then Mr. Cameron turns around and shows 136.952 yds. going from sta. 550+10 to sta. 678+00. That is 128 sta. This is very wrong. There was 62.000 yds. exc. from sta. 550+50 to 557+00 and emb. from sta. 656+00 to sta. 670+00 not the 136.952 yds. the mass shows.

As I have shown before, Keystone Const. Co. emb. 250.324 yds. from the Alder Creek Road to sta. 585+00 and appr. 30.000 yds. from sta. 585+00 to sta. 600+00 to replace the mud in that. Also 62.000 yds. from sta. 656+00 to sta. 670+00 plus 31.000 yds. that was exc. from sta. 550+50 to sta. 575+00 and emb. from sta. 600+00 to sta. 654+00. The mass does not show any of this work at all. The 10.026 yds. the mass shows being emb. from stas. 651+00 to sta. 654+00 this matl. came from sta. appr. 560+00 not as the mass shows it and there was 12.345 yds. We were not paid the exc. or haul on this 12.345 yds. The exc. cost is \$2,900.46 and the haul cost is \$2,708.52 for a total of \$5,608.32

Item #15

The 4.339 yds. the mass shows going from sta. 639+50 to emb. at sta. appr. 670+00 is wrong. There was 8.423 yds. instead of what the mass shows. A diff. of 4.048 yds. that we were not paid the exc. or haul on for \$939.32 in exc. and \$694.32 in haul for a total of \$1,633.64

Item #17

All the way through the job Mr. Cameron has changed the balances to suit himself after the work was completed. Every bal. was changed but one after the work was done.

The mass shows 7.301 yds. of exc. from sta. 654+00 to sta. 678+00. Our records show there was 15.212 yds. of exc. in the same above sta. A diff. of 7.911 yds. that Keystone Const. Co. was not paid for in exc. \$1,858.88. In this same area Cameron changed the bal. all around to suit himself not the way the work was done at all. From sta. 654+00 to sta. 681+00 the way the work was done and as the

Item #17 continued

plans show Keystone Const. Co. ahuled 84.000 yds. of matl. from sta. 692+00 to sta. 697+00 back across the railroad track and emb. this matl. from sta. 660+00 to sta. 681+00 the way the plans shows this work was to be done. We were not paid the exc. or haul on this 84.000 yds. The mass does not show this work at all. The amount in exc. is \$19,320.00, amount in haul \$2,839.20 for a total of \$22,159.20. The \$1,858.88 due Keystone Const. Co. on the exc. of the above 7.911 yds. of exc. plus the \$19,320.00 due on the 84.000 yds. of exc. plus the haul on the 84.000 yds amounts to a total amount due Keystone Const. Co. on Item #16 of

\$24,018.08

Item #17

There is nothing to show that Keystone Const. Co. was paid the haul on the appr. 20.000 yds. that was hauled to back against the railroad fill in the amount of \$984.00. Also we were not paid for the ahul on the waste matl. that went from sta. 696+00 to sta. 715+00 waste area appr. 12.000 yds. in the amount of \$561.60 for a total due of

\$1,545.60

EXHIBIT "D"

Job 5604

Keystone Const. Co. claims for excess chargeable work time days on job 5604. The Keystone Const. Co. does not feel that we should have been charged any penalty time on Job 5604 for the many reasons listed below.

Item #1

The 68 days the Keystone Const. Co. worked on the slide area at appr. Sta. 605+00 we should not have been charged penalty for the days we worked on this slide because we had to let our own work go in order to do this work for the state beyond the contract in the amount of 68 days of work time in the amount of

\$20,400.00

Item #2

In hauling the appr. 50,000 yds. from sta. 463+00 back to sta. 370+00 this was a very time consuming cross haul that was not needed at all, but ordered by the Resident Engineer, Mr. Cameron. After making this very long haul we were ordered by Mr. Cameron to waste appr. the same amount of matl. in a waste area at sta. appr. 372+00. This matl. coming from sta. 334+00.

This we feel cost Keystone Const. at least 12 working days that was not called for at all. We also feel we should not have been charged work days on this work when it was the Resident Engineers mistake in the amount of

\$ 3,600.00

The plans shows when Keystone Bid the job there was appr. 125,000 yds. to go back across the railroad track, but Keystone hauled appr. 223,246 yds. back across the railroad which was very costly and time consuming to us in the amount of appr. 20 days that we feel that we have been unjustly charged penalty time on. Through our records I have noticed Mr. Cameron has referred to Keystone Const. Co. about holding up other contractors in their work. But Mr. Cameron does not have anything to say about M. K. holding up Keystone Const. Co. in their work.

Keystone Const. Co. was held up for two months to get a crossing over the railroad and Keystone Const. also was held up five months before we could

Item #2 continued

ever get in the area from sta. 693+00 to sta. 725+00. We were held up any number of times due to the gas lines and by Mr. Cameron changing things to suit himself and with no regards to the plans or the way the job was bid and Mr. Cameron not wanting to help the contractor at all. We the Keystone Const. Co. feel very strongly that we should not have been charged any penalty time on job 5604 at all. We feel we have \$35,100.00 coming to Keystone on this job 5604 withheld by the state.

Total amount due	\$35,100.00
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EXHIBIT "C"

Job #5769

From Sta. 725+00 to sta. 750+00 the Keystone Const. Co. was not paid for 147.628 yds. of exc. at 38¢ a yd. This matl. was hauled from slide area in above sta. Our daily reports show the above does not show on the state mass in the amount of \$58,197.12 in exc.....

\$58,197.12

The haul will have to be shown by a recross section because the mass is entirely wrong the way it shows the above matl. went. The above matl. was hauled from back of the neat lines in the slide area from sta. 725+00 to appr. sta. 750+00.

Item #2

Due to all the work and time that was needed to exc. and haul the above 147.628 yds. because this work was not in the contract and due to all the other work that Keystone was ordered to do by Mr. Cameron and Mr. Weber that was beyond the work called for by the contract, The Keystone Const. Co. does not feel that we should have been charged any penalty time on job #5769 in the amount of \$35,250.00. The mass does not show the way the work was bid or done. The only way, as The Keystone Const. Co. sees it, is an entirely new cross section to be taken to show where the matl. came from and where the matl. was emb.

\$35,250.00

Item #3

From sta. 748+00 to sta. 773+00 the Keystone Const. Co. exc. and hauled 13.020 yds. of matl. that we were not paid for at 38¢ a yd. in the amount of....

\$ 4,947.60

Here again the haul will show only by a recross section.

Item #4

From sta. 669+00 to sta. 704+00 our records show we exc. and hauled 17.261 yds. of matl. that we were not paid for at 38¢ a yd. in the amount of ...

\$ 6,558.18

Here again the mass does not show the right haul on this matl.

Item #5

Through the area from appr. sta. 795+00 to sta. 835+00 where Keystone Const. Co. laid back and unloaded the slopes our records show there was appr. 31,234 yds. of matl. exc. that Keystone Const. Co. was not paid for at 38¢ a yd. in the amount of
in exc. Here again the mass does not show the haul the way the matl. was hauled.

\$11,868.92

The Keystone Const. Co. daily reports show that we have not been paid the haul price on a lot of matl. Here again the only way that it can be made right is by a complete recross section of the entire job.

CAKE, JAUREGUY, HARDY, BUTTLER & MCEWEN
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON



Certified, R R Registered

Mr. Forrest Cooper
State Highway Engineer
c/o State Highway Department
SALEM, OREGON

RECEIVED
JUN 10 1963

FOR FILING

6614

KEYSTONE CONSTRUCTION COMPANY

P.O. BOX 55

Prineville, Oregon

May 29, 1963

Mr. Forrest Cooper
State Highway Engineer
c/o State Highway Department
Salem, Oregon

Re: Claim of Keystone Construction Company,
Inc., for additional compensation on
Contract No. 5604, Baker - Pleasant Valley,
and Contract No. 5769, Pleasant Valley -
Hill Creek.

Dear Sir:

Reference is made to the two construction contracts hereinabove identified. Contract No. 5604 was awarded to Keystone Construction Company, Inc. on March 10, 1960. Contract No. 5769 was awarded to Keystone Construction Company, Inc. on August 18, 1960. The work required to be performed by Keystone Construction Company, Inc., hereinafter referred to as Contractor, pursuant to each of the above contracts, has been completed. The final estimates and voucher for each of these contracts have been submitted, each of the same being transmitted by mail, postmarked March 5, 1963.

Pursuant to the provisions of the contracts, the Contractor hereby makes claim for additional compensation earned under the aforesaid contracts. There are transmitted herewith Exhibits "A", "B" and "C". Exhibit "A" details insofar as possible the claim for additional compensation for the excavation of materials, and the haulage thereof, performed by the Contractor under Contract No. 5604. The total earned but unpaid as shown by Exhibits "A" and "B" is the sum of \$138,998.80. Exhibit "C" sets forth the earned but unpaid compensation due the Contractor under Contract No. 5769. Exhibits "A" and "B", both relating to Contract No. 5604, separately treat the unpaid for excavation and haulage from the improperly assessed liquidated damages. Exhibit "C" comprises in a single document the Contractor's claim for unpaid for excavation, haulage and improperly assessed liquidated damages.

The total amount reflected by the three Exhibits

NOTED
FLOYD QUERY

Mr. Forrest Cooper
May 29, 1963
Page 2

is the sum of \$255,820.62. In addition the Contractor claims an additional sum of \$90,000.00 due upon Contract No. 5604. This additional amount is claimed for the excavation of materials and the haulage thereof. In addition, the Contractor claims \$60,000.00 due under Contract No. 5769, which is likewise due for the excavation and haulage of materials. The amounts last set forth cannot be detailed to the same extent as the claims reflected in the transmitted Exhibits at the present time. This detailing cannot now be set forth because the engineering work necessary to detail the same has not as yet been completed.

After receipt of the final estimates and voucher by the Contractor, its representatives met with Mr. R. R. Cameron, the Resident Engineer, at Baker, Oregon, and Mr. Scott Coulter, the Assistant Division Engineer, for the purpose of inducing the Highway Commission to make an entire engineering cross-section of the area covered by the contracts. The Contractor is confident that should such engineering be performed it would clearly indicate that the Contractor was entitled to substantial additional sums for the excavation of materials and the haulage thereof. The Contractor's request was declined and thereafter the Contractor engaged Pettyjohn Engineering Company of Portland, Oregon, for the purpose of making the necessary engineering studies, surveys, cross-sections and profiles to substantiate its claim. This engineering company has thus far made certain surveys, profiles and cross-sections of the area embraced in Contract No. 5604. The determination by this independent engineer substantiates the Contractor's claim and is in substantial agreement with the Contractor's records. When this independent engineer has had an opportunity to complete the cross-section of the entire area embraced by both contracts, greater detail for the basis of the claim can be supplied. However, since the contract requires the Contractor to make claim to the Highway Engineer within ninety [90] days following the submission of the final estimates and voucher, this claim is being made at the present time.

Keystone Construction Company, Inc. hereby claims additional compensation in the sum of

[1] \$228,998.80 for services performed under Contract No. 5604 and for liquidated damages improperly retained

Mr. Forrest Cooper
May 29, 1963
Page 3

by the State;

[2] \$176,821.82 as additional compensation due under Contract No. 5769 for services performed thereunder and for improper retention by the State of liquidated damages.

Yours very truly,

KEYSTONE CONSTRUCTION COMPANY, INC.

By Ron Hudspeth, Secretary

DWMCE:2

Encls.

cc - A. F. Parsons, Division Engineer
State Highway Commission
La Grande, Oregon

cc - H. S. Coulter, Assistant Division Engineer
State Highway Commission
Baker, Oregon

cc - R. R. Camerson, Resident Engineer
State Highway Commission
Baker, Oregon

cc - ~~Floyd Query, Secretary~~
~~State Highway Commission~~
~~Salem, Oregon~~

cc - Jack Dunn
723 Pittock Block
Portland, Oregon
(Atty for American Insurance Company)

7-8305 Redmond-Prineville Rock Prod. 1960
#5605 Proj. on Ochoco Hwy.

W. C. Williams

14

7-8311

NOTED
W. C. WILLIAMS

January 12, 1961

Redmond-Prineville
Contract No. 5605

FINAL COST ANALYSIS
Rock Production
Contractor: F.G. Boulne, Inc.
Resident Engineer: Ernest Scrivner

Crook & Deschutes Counties

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3 / 4"-1/2" Mat'l in Stockpile	2,091.61	Cu. Yd.	2.45	2.2046	4,611.10	5,124.44
1/2"-1/4" Mat'l in Stockpile	4,224.13	Cu. Yd.	2.45	2.2046	9,312.39	10,349.12
1/4"-#10 Mat'l in Stockpile	2,116.23	Cu. Yd.	2.45	2.2046	4,665.38	5,184.76
1/4"-0 Mat'l in Stockpile	2,616.25	Cu. Yd.	2.45	2.2046	5,767.71	6,386.91
					24,356.58	25,088.13

	<u>Revenue</u>	<u>Cost</u>	<u>Profit</u>	<u>% Profit</u>
Frank G. Boulne, Inc.	23,101.13	22,369.58	731.55	3.167
Yardley Const. Co.	1,987.00	1,987.00	- -	- -
	\$ 25,088.13	\$ 24,356.58	\$ 731.55	\$ 2.916

Net Profit equals 2.916% of Gross Revenue

CRUSHING BREAKDOWN - Contract No. 5605

	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	11, 048.22	Cu. Yd.	731.79	0.06624
Drill and Shoot	11, 048.22	Cu. Yd.	3, 241.19	0.29336
Feed Crusher	11, 048.22	Cu. Yd.	4, 619.80	0.41815
Crushing	11, 048.22	Cu. Yd.	7, 566.38	0.68485
Total Crushing Cost	11, 048.22	Cu. Yd.	16, 159.16	1.4626
Load and Haul	11, 048.22	Cu. Yd.	5, 923.00	0.53610
Stockpile Material	11, 048.22	Cu. Yd.	2, 274.42	0.20586
Total Haul, Process & S.P.	11, 048.22	Cu. Yd.	8, 197.42	0.7420
TOTAL COST	11, 048.22	Cu. Yd.	24, 356.58	2.2046

DETAIL OF COST - Contract No. 5605

Labor:

Labor and Supervision	\$ 9,922.63	
Tax and Insurance	1,062.59	
Health, Welfare and Pension	403.07	
		\$ 11,388.29

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	5,178.20	
Gas, Oil and Grease	1,319.79	
P.U.C. and Licence	145.90	
Bond	147.00	
Move In and Freight	615.59	
Small Tools and Misc. Supplies	602.77	
Overhead and Office	992.04	
Penalty (Time Overrun)	1,980.00	
		10,981.29

Hired Contractor:

Yardley Construction Company	1,987.00	1,987.00

TOTAL COST

\$ 24,356.58

Remarks - Contract No. 5605

The Redmond-Prineville Rock Production was a "State Project" for the production of approximately 10,000 yards of crushed maintenance material for the Redmond-Prineville Section of the Ochoco Highway in Crook and Deschutes counties.

The westerly end of the project was the east city limits of Redmond, the easterly end being the west city limits of Prineville. The quarry and stockpile were located 5.8 miles west of Prineville west city limits.

The analysis of the job shows a 2.916% profit on the gross revenue.

The contractor moved the plant in and ran the early rock then moved to Madras on another job and was into penalty time before returning to finish, consequently had 66 penalty days. The rock had quite a bit of reject material and necessitated change of screens. If it were not for these factors, a much better profit could have been attained. The overtime penalty alone dropped him from a 10.69% profit.

M. N. Juve
Chief Cost Analyst

By

A. D. Bollinger

RECEIVED
NOV 30 1960

FOR FILING

7 1265
5605

November 30, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5605 for the Redmond-Prineville Rock Production Project on the Ochoco Highway in Crook-Deschutes Counties was completed by the contractor, Frank G. Baulne, Inc., on September 16, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of \$774.86 will be released to the contractor after acceptance by the Commission. The total contract amount is \$25,088.13, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Frank G. Baulne, Inc.,
P. O. Box 84
Yardley
Washington

RECEIVED
OCT 31 1960

FOR FILING

4-00
5605

October 31, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Frank G. Baulne, Inc., on contract #5605 for the Redmond-Prineville Rock Production Project on the Cohoos Highway in Crook-Deschutes Counties.

This payment, in the amount of \$805.32, will be released to contractor on or after November 10, 1960. The retained percentage is \$751.96.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
OCT 24 1960

FOR FILING

7 4 2 0 5
5605

October 24, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Frank G. Baulne, Inc., a portion of the funds heretofore retained by the Commission on contract #5605 for the Redmond-Prineville Rock Production Project on the Ochoco Highway in Crook-Deschutes Counties.

This payment, in the amount of \$9,611.95, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$727.05. The present payment will be released on or after November 3, 1960.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

7-8305

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 14, 19 60Section Redmond - PrinevilleKind of work Rock ProductionHighway OchocoCounty Crook & DeschutesSection prefix 7-8305Contractor Frank G. Baulne, Inc.Contract number 5605Date of contract March 10, 19 60Specified work days 56Date work started May 5, 19 60Work days used 122Project authorization \$ 28,125.00Per cent of time elapsed 217.9 %Exclusive of engineering \$ 26,125.00Estimated cost of completed project, exclusive of engineering \$ 27,159.20Estimated per cent overrun or underrun Overrun 3.4 %Per cent of contract completed, based on estimated cost 100 %Engineering authorization \$ 2,000.00Engineering cost to date \$ 1,534, 76.7 % Date project was completed Sept. 16, 19 60

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Completed semi-final estimate work and submitted to Division Office Friday.

- FINAL REPORT -

NOTED
 JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
 OCT 17 1960

NOTED--☒ ☒ ☒ ☒
 CE ACE CUE

Signed Paul L. SchumanAddress P.O. Box 182, Prineville

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			17.74		
Miles partially completed					
Miles completed					
Total estimated quantities (contract) -			10,000 CY		
Total quantities corrected to date			11,039 CY		
Estimated quantities moved or placed to date			11,039 CY		
Average daily quantities			Completed		
Average daily quantities necessary to complete project on time			"		
Number shifts per day			"		
Hours per shift			"		
Average force on project for week			"		

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Ptly. Cloudy & Cool		
Tuesday	Cloudy & Cool Ptly. Cloudy		
Wednesday	& Cool		
Thursday	Fair & Cool		
Friday	"		
Saturday			

RECEIVED
APR 18 1960

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WAUCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FOR FILING

7-8305

5605



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
April 18, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Frank G. Beulne, Inc.,
P. O. Box 84
Yardley
Washington

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5605, awarded March 10, 1960,
for the Redmond-Prineville Rock Production
Project on the Ochoco Highway in Crook-
Deschutes Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds
Encl.

RECEIVED
MAR 11 1960

FOR FILING

7-2325

5605

March 10, 1960

Frank G. Baulne, Inc.
P. O. Box 84
Yardley, Washington

Gentlemen:

The State Highway Commission on March 10, 1960 awarded to you State Highway Contract No. 5605 for the Redmond-Prineville Rock Production Project on the Ochoco Highway in Crook and Deschutes Counties.

This award was based on your bid of \$24,500.00, which was identical with a bid submitted by Roy Norquist to the Commission on March 1, 1960 for this project. The award to you was made by the flip of a coin. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc:

Tom Edwards
R. L. Porter
R. G. Savage (SLAC)

8-3328 Harris Beach St. Park Overnight 1960
Camping Ext.
#5606

10
RECEIVED
FEB 24 1961

FOR FILING

Q-3328
5606

February 24, 1961

Peerless Pacific Co.
P. O. Box 3918
Portland 8, Oregon

Attention: Mr. Dean E. Arehart

Gentlemen:

Thank you for copy of your letter of February 20, addressed to the American Surety Company of New York, informing them that Port Orford Plumbing and Heating Co. have paid their account in the amount of \$1,595.62.

Our records indicate this to be in connection with State Highway Contract No. 5606 in which Fairy Creek Rock Co. was the principal contractor for the overnight camping area extension project in Harris Beach State Park on the Oregon Coast Highway in Curry County.

This information will be noted in our records and we will advise the interested parties of the receipt of your letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARL

cc

PEERLESS PACIFIC CO.

PIPE • VALVES • FITTINGS

PLUMBING AND HEATING MATERIAL

AIR CONDITIONING EQUIPMENT

COMMERCIAL REFRIGERATION

KENNEWICK BRANCH:
POST OFFICE BOX 521
103 E. KENNEWICK AVENUE
KENNEWICK, WASHINGTON

WILLAMETTE DIVISION:
POST OFFICE BOX 1014
3633 ROOSEVELT BLVD
EUGENE, OREGON

MAIN OFFICE:
POST OFFICE BOX 3918
2236 N. INTERSTATE AVENUE
PORTLAND 8, OREGON

February 20, 1961

American Surety Company of New York,
Yeon Bldg.,
Portland 5, Oregon.

Re: Harris Beach State Park Project,
Oregon State Highway Department,
General Contractor: Horton Bros., PO Box 1272,
Brookings, Oregon.
Mechanical Sub: Port Orford Plumbing & Heating Co.,
Port Orford, Oregon.

Gentlemen:

Reference is made to our letter of January 24th citing a claim of \$1,595.62,
still unpaid in connection with the above project, by Port Orford Plumbing
and Heating Company.

May it now be added to the record that the above amount has been paid, and
that we hereby release our interest in the named Project.

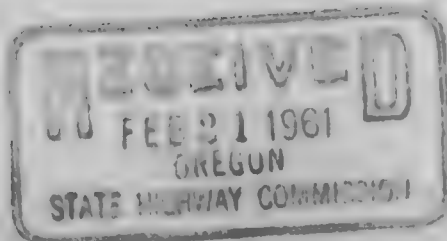
Yours very truly,

PEERLESS PACIFIC COMPANY

Dean E. Archart
Dean E. Archart

DEA/a

ph c: Horton Bros.,
PO Box 1272, Brookings, Oregon
Port Orford Plumbing & Heating Co.,
Port Orford, Oregon
Oregon State Highway Dept., Salem, Oregon



INFORMATION ONLY

NOTED
AND QUEEN

PEERLESS

*Half Century
Anniversary*

*50 Years
of Service*

RECEIVED
FEB 24 1961

FOR FILING

8-3328
5106

February 24, 1961

American Surety Company
725 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis
Asst. Manager

Gentlemen:

A copy of a letter dated February 20, addressed to American Surety Company of New York, has been received from Peerless Pacific Co., Portland, advising that Port Orford Plumbing and Heating Co. have paid their account in the amount of \$1,595.62.

Our records indicate that this was in connection with State Highway Contract No. 5606 with Fairy Creek Rock Co., prime contractor, for overnight camping area extension in Harris Beach State Park on the Oregon Coast Highway in Curry County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Arthur Knox Insurance Agency
Brookings
Oregon

Fairy Creek Rock Co.
Cove Road
Brookings, Oregon

Commissioners
W. C. Williams
Forrest Cooper
CWH:fp

NOTED ON CARD

AC

RECEIVED
FEB 7 1961

FOR

8-3328

5606



American Surety Company
of New York

PORTLAND BRANCH OFFICE

600 YEON BUILDING

522 S.W. FIFTH AVENUE - PORTLAND 4, OREGON - TEL. CAPITOL 8-9438

R. E. MOREHEAD
Manager

February 6, 1961

State of Oregon
State Highway Department
Salem, Oregon

Re: Bond No: 39-600-202
Assured: Fairy Creek Rock Co.
(Harris Beach State
Park Project)

Gentlemen:

In reply to your letter of February 2, 1961 we have been advised by our Insured that this matter will be taken care of by February 20, 1961.

We have called Peerless Pacific Company and given them the information.

Very truly yours,

W. D. Lane

W. D. Lane
Claim Manager

WDL/cz



RECEIVED
FEB 3 1961

FOR FILING

8-3325
5606

February 2, 1961

American Surety Company of New York
725 Yeon Building
Portland 4, Oregon

Attention: David A. Lewis
Asst. Manager

Gentlemen:

We have received notification dated January 27, 1961, from the Secretary of State informing us that the claim of Peerless Pacific Co., Portland, in the amount of \$1,595.62, has now been filed in his office, his File No. 3763. This is for materials furnished to Port Orford Plumbing & Heating Co., subcontractor to Fairy Creek Rock Co. on State Highway Contract No. 5606.

A description of this claim was outlined in our letter to you of January 26.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

Sc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

January 27, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from you and filed as of this date, a notice of claim by Peerless Pacific Co., P. O. Box 3918, Portland 8, Oregon for materials furnished to Port Orford Plumbing and Heating Co., subcontractor on the Harris Beach State Park project in the sum of \$1,595.62 against the performance bond covering this work for payment of the outstanding balance owed by Port Orford Plumbing. State Highway Contract No. 5606.

We are enclosing one copy of the photocopy for your information and files.

Kindly acknowledge receipt of the copy on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By

Geo. Stephens
Public Records Section

GS:FK
Enc.



PEERLESS PACIFIC CO.
PIPE - VALVES - FITTINGS

PLUMBING AND HEATING MATERIAL
AIR CONDITIONING EQUIPMENT
COMMERCIAL REFRIGERATION

MAIN OFFICE:
POST OFFICE BOX 9818
2220 N. INTERSTATE AVENUE
PORTLAND 8, OREGON

January 24, 1961

American Surety Company of New York,
Teen Building,
Portland 3, Oregon

#5806
Re: Harris Beach State Park Project,
Oregon State Highway Department,
General Contractor; Norton Area., PO Box 1272,
Brookings, Oregon.
Mechanical Sub: Port Orford Plumbing & Heating Co.,
Port Orford, Oregon.

Gentlemen:

We are enclosing photocopies of invoices covering materials furnished the Port Orford Plumbing and Heating Company of Port Orford, Oregon, and which were used in connection with subject Project.

Total charges accruing in this connection were \$4,513.92, of which the sum of \$1,595.62 remains past due and unpaid.

Claim is hereby made against the performance bond covering this work for payment of the outstanding balance owed by Port Orford Plumbing.

We will appreciate your placing this claim for an early settlement, and we are notifying both the general contractor and our customer of this action by furnishing them a copy of this letter.

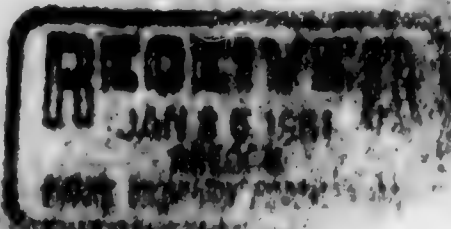
Yours very truly,

PEERLESS PACIFIC COMPANY

Walter E. Anderson

DEA/A
Encl

cc: Norton Area., P.O. Box 1272, Brookings, Oregon,
Port Orford Plumbing & Heating Company, Port Orford, Oregon.



RECEIVED
JAN 27 1961

FOR FILING

8-3328
5606

January 26, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a copy of a claim letter in the amount of \$1,595.62, addressed to American Surety Company of New York from Peerless Pacific Co., Portland, for materials furnished to Port Orford Plumbing and Heating Co., subcontractor, on the Harris Beach State Park project.

This appears to be in connection with State Highway Contract No. 5606 with Fairy Creek Rock Co., prime contractor, for overnight camping area extension in the Harris Beach State Park on the Oregon Coast Highway in Curry County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD

cc

RECEIVED
JAN 27 1961

FOR FILING

8-3328
5606

January 26, 1961

American Surety Co. of New York
725 Yeon Building
Portland 4, Oregon

Attention: Mr. David A. Lewis
Asst. Manager

Gentlemen:

A copy of a claim letter dated January 24, 1961, addressed to you, has been received from Peerless Pacific Co., Portland, advising that Port Orford Plumbing and Heating Company, subcontractor, owes them \$1,595.62 for materials furnished in the construction of the Harris Beach State Park project.

This appears to be in connection with the State Highway Contract No. 5606 with Fairy Creek Rock Co. for overnight camping area extension in Harris Beach State Park on the Oregon Coast Highway in Curry County.

A copy of this claim letter has been forwarded to the Secretary of State for filing.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Arthur Knox Insurance Agency
Brookings
Oregon

Fairy Creek Rock Co.
Cove Road
Brookings, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

cc

RECEIVED
JAN 27 1961

FOR FILING

8-3328
5606

January 26, 1961

Peerless Pacific Co.
P. O. Box 3918
Portland 8, Oregon

Attention: Mr. Dean E. Arehart

Gentlemen:

This is to acknowledge receipt of a copy of your claim letter dated January 24, addressed to the American Surety Company of New York, Portland, informing them that Port Orford Plumbing & Heating Company, subcontractor, owes you \$1,595.62 for materials furnished in connection with the construction of the Harris Beach State Park project.

This appears to be in connection with State Highway Contract No. 5606 with Fairy Creek Rock Co., prime contractor, for overnight camping area extension in the Harris Beach State Park on the Oregon Coast Highway in Curry County.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARL

SC

KENNEWICK BRANCH:
POST OFFICE BOX 821
183 E. KENNEWICK AVENUE
KENNEWICK, WASHINGTON

PEERLESS PACIFIC CO.
PIPE · VALVES · FITTINGS
PLUMBING AND HEATING MATERIAL
AIR CONDITIONING EQUIPMENT
COMMERCIAL REFRIGERATION

WILLAMETTE DIVISION:
POST OFFICE BOX 1814
2833 ROOSEVELT BLVD
EUGENE, OREGON

MAIN OFFICE:
POST OFFICE BOX 3918
2238 N. INTERSTATE AVENUE
PORTLAND 8, OREGON

January 24, 1961

American Surety Company of New York,
Yeon Building,
Portland 5, Oregon

#5606

Re: Harris Beach State Park Project,
Oregon State Highway Department,
General Contractor: Horton Bros., PO Box 1272,
Brookings, Oregon.
Mechanical Sub: Port Orford Plumbing & Heating Co.,
Port Orford, Oregon.

Gentlemen:

We are enclosing photocopies of invoices covering materials furnished the Port Orford Plumbing and Heating Company of Port Orford, Oregon, and which were used in connection with subject Project.

Total charges accruing in this connection were \$4,513.92, of which the sum of \$1,595.62 remains past due and unpaid.

Claim is hereby made against the performance bond covering this work for payment of the outstanding balance owed by Port Orford Plumbing.

We will appreciate your placing this claim for an early settlement, and we are notifying both the general contractor and our customer of this action by furnishing them a copy of this letter.

Yours very truly,

PEERLESS PACIFIC COMPANY

Dean E. Archart
Dean E. Archart

DEA/a
Encl

cc: Horton Bros., P.O. Box 1272, Brookings, Oregon,
Port Orford Plumbing & Heating Company, Port Orford, Oregon.



RECEIVED
NOV - 2 1960

FOR FILING

7-22-60
5706

November 2, 1960

American Surety Co.,
600 Leon Bldg.,
Portland 4
Oregon

Gentlemen:

State Highway contract #5606 for the Harris Beach State Park Overnight Camping Area Extension Project on the Oregon Coast Highway in Curry County was completed by the contractor, Fairy Creek Rock Co., on August 19, 1960, and was formally accepted by the Highway Commission on September 29, 1960.

Final payment in the amount of \$9,074.22 will be released to the contractor on or after November 12, 1960. The total contract amount is \$37,509.09 and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
MAR 23 1960

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FOR FILING



W. E. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

FLOYD QUERY, SECRETARY SALEM
5766

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
March 28, 1960

Fairy Creek Rock Company
Cove Road
Brookings
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5606, awarded March 10, 1960,
for the Harris Beach State Park Extension
of the Overnight Camping Area on the Oregon
Coast Highway in Curry County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
MAR 11 1960

FOR FILING

8-3328
5606

March 10, 1960

Fairy Creek Rock
P. O. Box 1547
Brookings, Oregon

Gentlemen:

The State Highway Commission on March 10, 1960
awarded to you State Highway Contract No. 5606 for the Harris
Beach State Park Overnight Camping Extension in Curry County.

This award was based on your bid of \$39,929.50 which
was the low bid submitted to the Commission on March 1, 1960
for this project. Contract forms will be sent to you for execution
within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
C. H. Armstrong

13-8313 Burns-Buchanan Rock Prod. 1960
#5607 Proj. on Central Ore. Hwy.

6667

October 4, 1962

The Glens Falls Insurance Group
Portland Office
941 North East Oak Street
Portland 14, Oregon

Attention: Mr. W. M. Stewart
Claims Manager

Gentlemen:

As requested in your letter of October 3, attached
are certified copies of claims checks of July 4, 1962 and of
August 15, 1962, pertaining to the above cases by the State High-
way Commission of State Highway Contracts 5052 and 5057.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

Encls.

PORTLAND OFFICE
901 SOUTH EAST OAK STREET
TELEPHONE: BELMONT 5-8603
PORTLAND 14, OREGON



INSURANCE WITH INTEGRITY

PACIFIC DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CALIFORNIA

OCTOBER 3, 1962

OREGON STATE HIGHWAY DEPARTMENT
FLOYD QUERY, SECRETARY
SALEM, OREGON

ATTN: MR. HEAD

RE: 73 S 53823K
73 S 53824K - CARTWRIGHT CONSTRUCTION CO.
3-1-61

GENTLEMEN:

THE GLENS FALLS INSURANCE COMPANY BONDED CARTWRIGHT CONSTRUCTION COMPANY ON OREGON STATE HIGHWAY JOB CONTRACT #5607 BY THEIR BOND 783394 AND OREGON STATE HIGHWAY JOB CONTRACT #5622.

WE ARE PRESENTLY IN LITIGATION WHEREIN THE PRINCIPAL CARTWRIGHT CONSTRUCTION COMPANY AND THE GLENS FALLS INSURANCE COMPANY HAS BEEN SUED BY A SUPPLIER. THE DEFENDANTS ARE PRESENTLY CONTESTING THIS CASE. WE NEED CERTIFIED COPIES OF THE STATE HIGHWAY COMMISSION'S ACCEPTANCE OF THESE TWO ABOVE NAMED AND NUMBERED JOBS TO USE AS EVIDENCE IN A COURT OF LAW.

CONFIRMING MY CONVERSATION WITH YOU THIS DATE, MR. BENCICH OF THIS COMPANY WILL PRESENT HIMSELF IN YOUR OFFICE TO PICK THEM UP EITHER ON OCTOBER 4TH OR 5TH.

THANK YOU FOR YOUR COOPERATION IN THIS MATTER.

VERY TRULY YOURS,


R. L. METCALF
CLAIMS MANAGER

PORTLAND CLAIMS DEPARTMENT

RLM:DL

Acc, please get photo copies of the contract.



Glens Falls Insurance Company
The National Life Assurance Company of Canada — Kansas City Fire and Marine Insurance Company
Members of the Glens Falls Group

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, Floyd Query, Secretary of the Oregon State Highway Commission, do hereby certify that the attached copy of the excerpt from the minutes of the meeting of the Oregon State Highway Commission of August 18, 1960, entered in Volume 45 of the minute book pertaining to the acceptance by the State Highway Commission of State Highway Contract No. 5607 with Cartwright Construction Co., for the Burns-Buchanan Rock Production Project in Harney County, has been compared by me with the original and that the same is a true and correct copy of said portion of the minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Oregon State Highway Commission this 4th day of October, 1962.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

Salem, Oregon
August 18, 1960

The Oregon State Highway Commission met in regular session at 10:00 a.m. in the Conference Room of the State Highway Building in Salem. Present were:

M. K. McIver, Chairman
K. N. Fridley, Commissioner
Glenn L. Jackson, Commissioner
W. C. Williams, State Highway Engineer
Forrest Cooper, Deputy State Highway Engineer
G. S. Paxson, Assistant State Highway Engineer
P. M. Stephenson, Assistant State Highway Engineer
L. I. Lindas, Chief Counsel
G. E. Rohde, Assistant Chief Counsel
W. T. Wright, Right of Way Engineer
C. H. Armstrong, State Parks Superintendent
C. H. Maison, Auditor
Gene Huntley, Director of Personnel and Public Relations
Floyd Query, Secretary

The Engineer reported that contracts numbered ***** 5607 ***** for highway construction had been completed in accordance with requirements of the contracts or modifications thereof, and that said contracts are now ready for acceptance by the Commission. After due consideration, the Commission accepted the contracts by adopting a resolution, marked Exhibit "G", which resolution by this reference is made a part hereof and filed in the Secretary's Office under "Exhibits to the Minutes of the Highway Commission Meeting of August 18 and 19, 1960."

EXHIBIT "G"

Minutes of August 18 and 19, 1960

RESOLUTION

WHEREAS, the Engineer has reported that the following State Highway Commission contracts for the construction of State Highway projects have been completed according to the terms and provisions of said contracts and that said jobs are now ready for acceptance:

"Contract #5198 with Hansen & Parr Construction Co., for construction of the Ontario Bridges over Snake River on the Ontario-Idaho Line Section of the Old Oregon Trail in Malheur County, completed July 29, 1960.

"Contract #5205 with General Construction Co., for bridge reconstruction of the Interstate Bridge on Pacific Highway in Multnomah County, completed August 4, 1960.

"Contract #5368 with R & M Construction Co., and W. M. Ausland, for structures-grading-paving the Redwood Hwy. Jct. Section of Pacific and Redwood Highways in Josephine County, completed June 6, 1960.

"Contract #5409 with F. E. Wilburn, for grading-oiling the Meda Section of the Little Nestucca Secondary Highway in Tillamook County, completed August 1, 1960.

"Contract #5428 with Birkemeier Construction Co., for structure-grading-paving the North Yamhill River Bridge Section of Pacific Highway West in Yamhill County, completed July 22, 1960.

"Contract #5433 with Erland & Blickle Company for structure-grading-paving the Goble Section of the Columbia River Highway in Columbia County, completed June 27, 1960.

"Contract #5458 with C. M. Corkum Co. Inc., for 7 drainage structures on the Twin Buttes-McKenzie River Section of Pacific Highway in Linn-Lane Counties. completed July 18, 1960.

"Contract #5467 with Q. L. Rufener, Inc., for grading-oiling the Deep Canyon-Deschutes River Section of the McKenzie Highway in Deschutes County, completed June 17, 1960.

"Contract #5493 with C. R. O'Neil, for grading-paving the East Unit of the Weston-Weston Mt. Section of the Weston-Elgin Secondary Highway in Umatilla County, completed July 11, 1960.

"Contract #5508 with Pass Creek Paving Co., for paving the South River Road in Cottage Grove, Lane County, completed July 6, 1960.

"Contract #5509 with Workman Construction Co., and Geo. W. Irwin Construction Co., for the Lancaster-Holland-Culver-Beaver Structures on the Lancaster Drive-Sublimity Gun Club Section of the North Santiam Secondary Highway in Marion County, completed August 15, 1960.

August 18, 1960

"Contract #5520 with M. J. Brassfield Company, for the Yamhill River Bridge construction on the Ballston-Bellevue County Road (FAS 746) in Yamhill County, completed August 10, 1960.

"Contract #5540 with Merlin R. Stam, for construction of the Emigrant Creek Bridge on the Emigrant Creek Section of the Dead Indian Road (FAS 277) in Jackson County, completed July 1, 1960.

"Contract #5554 with Raymond B. Ems, for construction of toilet building in the Beaver Marsh Rest Area on The Dalles-California Highway in Klamath County, completed July 15, 1960.

"Contract #5555 with Hamilton & Thoms, Inc., for the McKenzie River Overflow Bridges on the McKenzie River-Willamette River Section of Pacific Highway in Lane County, completed August 3, 1960.

"Contract #5563 with Durbin Bros., for structure-grading-oiling the South Unit of the Westfall-Harper Section of the Westfall-Harper Road in Malheur County, completed July 11, 1960.

"Contract #5581 with Lockyear & White, Inc., for construction of the Svenson Slough (Ferris Creek) Bridge on the Svenson Island Road (FAS 755) in Clatsop County, completed July 9, 1960.

"Contract #5595 with H. G. Carl Construction Co., for structure-grading-paving the Main St. Bridge in Lebanon (Lebanon-Santiam Canal) on the Santiam Highway in Linn County, completed July 22, 1960.

"Contract #5607 with Cartwright Construction Co., for the Burns-Buchanan Rock Production Project on the Central Oregon Highway in Harney County, completed July 26, 1960.

"Contract #5611 with M. C. Lininger & Sons, for the Waters Creek-California State Line Rock Production Project on the Redwood and Oregon Caves Highways in Josephine County, completed June 28, 1960.

"Contract #5613 with Asphalt Paving Co., for the Klamath Falls-Malin Highway Rock Production Project on the Klamath Falls-Malin Highway in Klamath County, completed July 27, 1960.

"Contract #5619 with Dolan Construction Co., for the Mill City-Linn County Line Rock Production Project on the North Santiam Secondary Highway in Marion County, completed August 3, 1960.

"Contract #5620 with Aichele Landscaping, for roadside improvement on the Interstate Bridge-Oregon Slough Section of Pacific Highway in Multnomah County, completed June 9, 1960.

"Contract #5672 with Vernie Jarl, for the Owyhee Lake Road widening project in Malheur County, completed July 20, 1960.

"Contract #5679 with J. C. Compton Co., for leveling course-oiling 4th Street in Maupin, Wasco County, completed August 5, 1960.

"Contract #5684 with Salem Road & Driveway Co., for grading-paving Sag and Polk Streets in Independence, Polk County, completed July 22, 1960.

"Contract #5686 with Calkins Crushing Co., for grading-paving 4th Street and Ocean Way in Tillamook, Tillamook County, completed July 13, 1960.

"Contract #5687 with Salem Black Top Paving Co., for grading-paving the Hubbard Truck Scale Site on Pacific Highway East in Marion County, completed August 10, 1960.

"Contract #5688 with Salem Black Top Paving Co., for grading-paving Cannery Street in Woodburn, Marion County, completed August 12, 1960.

"Contract #5692 with George W. Phoenix Inc., for storm drains on the South Milwaukie Drainage Project on Pacific Highway East in Clackamas County, completed July 26, 1960.

"Contract #5722 with J. C. Compton Co., for stone base-oiling Suksdorf Street and Grape Avenue in Winston, Douglas County, completed August 5, 1960.

"Contract #5755 with Roy L. Houck Sons' Corporation, for paving the Harrisburg-Alford Jct. Section of the Diamond Hill Road in Linn County, completed July 18, 1960.

THEREFORE BE IT RESOLVED that the work covered by the State Highway Contracts for the construction of said State Highway projects be declared completed according to the terms of the respective contracts and said jobs are hereby accepted and final payment in connection with each is hereby authorized.

BE IT FURTHER RESOLVED that this Contracts Completed Resolution No. 93 shall be entered in the minutes and records of the Commission as of the 18th day of August, 1960.

August 18, 1960

RECEIVED
NOV 6 1961

FOR FILING

5607

November 3, 1961

Glens Falls Insurance Company
901 S. E. Oak St.
Portland 14, Oregon

Attention: Mr. R. L. Metcalf

Gentlemen:

This is to acknowledge your letter of November 2 regarding State Highway Contracts 5607 and 5622 with Cartwright Construction Company.

We are listing below the dates on which the claims were filed with the Secretary of State:

Contract No. 5607:

1. Standard Oil Company of California - Feb. 6, 1961
2. G-K Machinery Company - Feb. 16, 1961
3. Trojan Powder Company - Feb. 10, 1961.

Contract No. 5622:

1. Oregon-Washington Powder Company's claim against this contract was received in our office on Feb. 27, 1961. According to our records this claim was not filed with the Secretary of State.

Yours very truly,

NOTED ON CARD

dc

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:fp

✓
PORTLAND OFFICE
901 SOUTH EAST OAK STREET
TELEPHONE: BELMONT 5-8603
PORTLAND 14, OREGON

"Old and Tried" Organized 1849

Glens Falls

INSURANCE COMPANY
Glens Falls, N. Y.

PACIFIC DEPARTMENT
6TH FLOOR MILLS TOWER
SAN FRANCISCO 4, CALIFORNIA

November 2, 1961

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

re: Files - 73-S-53824K
73-S-53823K
Cartwright Construction Company
Date of Loss - March 1, 1961

State Contract- Rock Production, Burns, Oregon
No. 5607

State Contract- Rock Production, Nye Junction
No. 5622

Gentlemen:

Would you please inform us the dates on which claims were filed
with your department by the following creditors:

Filed with Sec. of State
5607 1 - Standard Oil Company of California 2-6-61
5622 2 - Oregon-Washington Powder Company (Hwy. rec. 2-27-61) *not filed with Sec. of State*
5607 3 - G-K Machinery Company 2-16-61
5607 4 - Trojan Powder Company 2-10-61

or any other creditors that have filed of which we may not have
been advised.

Very truly yours,

R. L. Metcalf
R. L. Metcalf
RLM/as

cc - each file
Mr. F. E. Van Dorn, S.F.



RECEIVED
FEB 24 1961

FOR FILING

13-8313
5607

February 24, 1961

Glens Falls Insurance Co.
Pacific Coast Department
Mills Tower, 6th Floor
San Francisco, California

Gentlemen:

We have received notification, dated February 16, from the Secretary of State that the claim of G-K Machinery Co., Boise, Idaho, in the amount of \$6,294.20 against Cartwright Construction Co., has now been filed in his office.

Our records indicate that this is in connection with State Highway Contracts 5622 and 5607 in which Cartwright Construction Co. was the principal contractor on both contracts. The Secretary of State has assigned File No. 3784 to this claim.

A description of the claim was outlined in our letter to you of February 16.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARL

cc

RECEIVED
FEB 17 1961

FOR FILING

13-8313
4607

February 16, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sirs:

Attached is a claim letter for filing in the amount of \$6,294.20, received from G-K Machinery Company, Boise, Idaho, for parts, supplies and rentals furnished to the Cartwright Construction Company on two State Highway contracts, as follows:

Contract No. 5622 for rock production on the Hye Jct.-Grant County Line Section of the Pendleton-John Day Highway in Umatilla County.

Contract No. 5607 for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD

dc

RECEIVED
FEB 17 1961

FOR FILING

13-8313
5607

February 16, 1961

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt
Manager

Gentlemen:

This is to acknowledge receipt of your claim letter of February 14 in the amount of \$6,294.20 for parts, supplies and rentals furnished to the Cartwright Construction Company on State Highway Contracts No. 5622 and No. 5607.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor of your filing.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

dc

RECEIVED
FEB 17 1961

FOR FILING

13-8513
5607

February 16, 1961

Glens Falls Insurance Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

We have received notification dated February 10 from the Secretary of State, informing us that the claim of Trojan Powder Company, in the amount of \$1,443.26 for materials furnished to Cartwright Construction Co. in connection with State Highway Contract No. 5607, has now been filed in his office. The Secretary of State has assigned File No. 3778 to this claim.

A description of the claim was outlined in our letter to you of February 9.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

dc

RECEIVED
FEB 17 1961

FOR FILING

13-2313
5607

February 16, 1961

Glens Falls Insurance Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

A claim letter, dated February 14, has been received from G-K Machinery Company, Boise, Idaho, advising that Cartwright Construction Co. owes them for parts, supplies and rentals in the amount of \$6,294.20.

From the description in their letter this appears to be in connection with the following State Highway contracts with Cartwright Construction Co.:

Contract No. 5622 for rock production on the Nye Jct.-Grant County Line Section of the Pendleton-John Day Highway in Umatilla County.

Contract No. 5607 for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy for your records.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Enc.
CC:
David C. Baum
Baum Insurance Agency
Box 872
La Grande, Oregon

Secretary

Commissioners
W. C. Williams
Forrest Cooper

Cartwright Construction Co.
Durkee, Oregon

NOTED ON CARD



CWH:fp

RECEIVED
FEB 9 1961

FOR FILING

13-9212
5607

February 9, 1961

Glens Falls Insurance Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

A claim letter dated February 7, with invoices attached amounting to \$1,443.26, has been received from Trojan Powder Company, San Francisco, Calif., stating that Cartwright Construction Co. owes them for materials. From the description this appears to be in connection with State Highway Contract No. 5607 with Cartwright Construction Co. for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

This claim letter has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

CWH:fp

Enc.

Secretary

CC:
David C. Baum
Baum Insurance Agency
Box 872
La Grande, Oregon

NOTED ON CARD

de

Cartwright Construction Co.
Durkee
Oregon

Commissioners
W. C. Williams
Forrest Cooper

RECEIVED
FEB 9 1961

FOR FILING

13-8313
5607

February 9, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter for filing, with attached invoices amounting to \$1,443.26, received from Trojan Powder Company, San Francisco, California, for materials furnished to Cartwright Construction Co. for use on our contract No. 5607.

This appears to be in connection with State Highway Contract No. 5607 with Cartwright Construction Co. for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

Please acknowledge receipt of this claim on copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

cc

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 9, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter for filing, with attached invoices amounting to \$1,443.26, received from Trojan Powder Company, San Francisco, California, for materials furnished to Cartwright Construction Co. for use on our contract No. 5607.

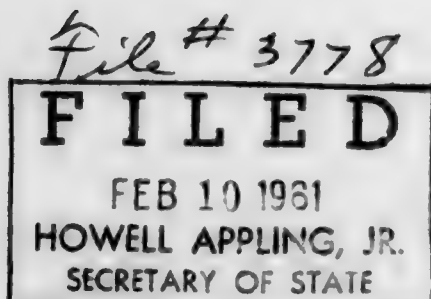
This appears to be in connection with State Highway Contract No. 5607 with Cartwright Construction Co. for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

Please acknowledge receipt of this claim on copy of this letter.

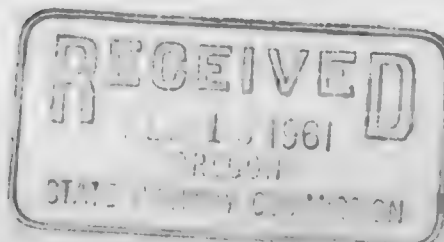
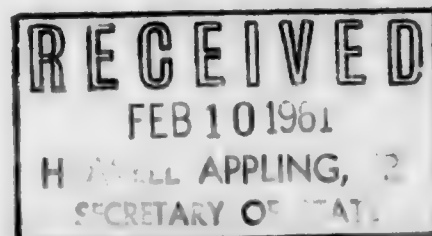
Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary



NOTED
C. W. HEAD



RECEIVED
FEB 9 1961

FOR FILING

13-8313
2607

February 9, 1961

Glens Falls Insurance Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

Attached is a copy of a claim in the amount of \$4925.79 which has been filed with the Secretary of State by the Standard Oil Company of California, Western Operations, Inc., for petroleum products and materials furnished to Cartwright Construction Co. on State Highway Contract No. 5607. The Secretary of State has assigned File No. 3771 to this claim.

A description of this claim was outlined in our letter to you of February 7.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD

cc



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 6, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Witherspoon, Kelley, Davenport, & Toole, 1114 Old National Bank Building, Spokane 1, Washington and filed as of this date, a notice of claim by Standard Oil Company of California, Western Operations, Inc., for petroleum products and materials supplied by same in the sum of \$4,925.79 against the bond taken from Cartwright Construction Company and its surety, Glen Falls Insurance Company of Glen Falls, New York, for the work of rock crushing at Buchanan, Oregon. Oregon State Contract No. 5607.

We are enclosing three copies of the claim for your information and files.

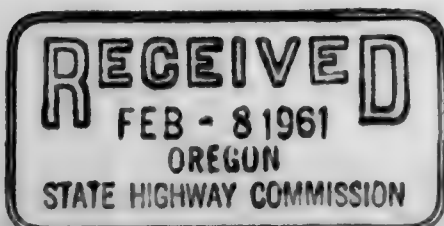
Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By *Lee C. Stephens*

Public Records Section

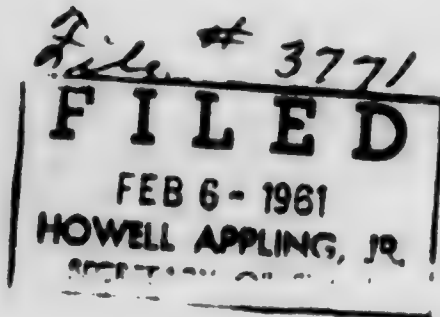
GS:FK
Enc.



NOTICE OF CLAIM

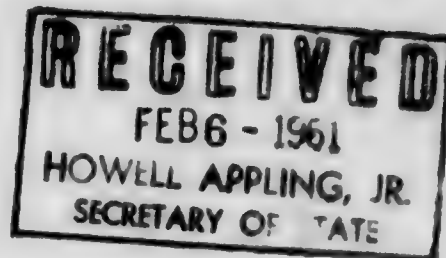
TO: Oregon State Highway Commission
Salem
Oregon

NOTICE IS HEREBY GIVEN that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., has a claim for petroleum products and materials supplied by said Standard Oil Company of California, Western Operations, Inc., in the sum of \$4,925.79 against the bond taken from Cartwright Construction Company and its surety, Glen Falls Insurance Company of Glen Falls, New York, for the work of rock crushing at Buchanan, Oregon, being Contract No. 5607.



STANDARD OIL COMPANY OF CALIFORNIA
WESTERN OPERATIONS, INC.

By *Rabon*
Asst Regional Credit Manager



RECEIVED
FEB 9 1961

FOR FILING

13-8313
607

February 9, 1961

Trojan Powder Company
620 Market Street
San Francisco 4, California

Attention: Mr. H. W. Tutchings
Manager Western Branch

Gentlemen:

This is to acknowledge receipt of your claim letter dated February 7 with attached invoices totaling \$1,443.26 for materials furnished to Cartwright Construction Company for use on Contract No. 5607. Our records indicate this to be in connection with State Highway Contract No. 5607 with Cartwright Construction Company for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

The Glens Falls Insurance Company, through David C. Baum, Baum Insurance Agency, Box 872, La Grande, furnished the performance bond which is given to assure completion of the contract and payment of all bills incurred in it.

So that there will be no misinterpretation of the law, we are forwarding your claim letter and attached invoices to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

ll



TROJAN POWDER COMPANY

620 MARKET ST.

SAN FRANCISCO 4, CAL.

ALLENTOWN, PA.
WOLF LAKE, ILL.
NEW YORK, N. Y.

SAN FRANCISCO, CAL.
LOS ANGELES, CALIF.
PORTLAND, OREGON

February 7, 1961

AIR MAIL

Oregon State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

Cartwright Construction Company, Durkee, Oregon is indebted to us in the amount of \$1,433.26 covering material furnished by us for use on contract No. 5607 with the State of Oregon on the Burns Buchanan Rock Production Project on Central Oregon highway.

We are listing below the invoices which make up the amount owing us:

<u>Invoice No.</u>	<u>Date</u>	<u>Amount</u>
3087	June 1, 1960	\$327.50
3090	June 1, 1960	\$119.76
3120	June 9, 1960	\$996.00
		<u>1443.26</u> ✓

Please inform us what action we should take to collect the money which is due us.

Yours very truly,

TROJAN POWDER COMPANY

H. W. Tutchings
H. W. Tutchings
Manager Western Branch

Enc.

KMB:DJ

cc: Glen Falls Insurance Co.
Baum Insurance Agency
P. O. Box 872
La Grande, Oregon

RECEIVED
FEB 10 1961

FOR FILING

13-8313
HOWELL APPLING, JR. SECRETARY OF STATE
5607



STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

February 8, 1961

File

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from you and filed as of this date, a notice of claim by Standard Oil Company of California, Western Operations, Inc., for petroleum products and materials supplied by said Standard Oil Company of California in the sum of \$4,925.79 against the bond taken from Cartwright Construction Company and Glen Falls Insurance Company of Glen Falls, New York, surety, for the work of rock crushing at Buchanan, Oregon, being Contract No. 5607.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By

George Stephens

Public Records Section

GS:FK
Enc.

2-10-61

Tel. George Stephens re - the duplicate filing of claim - File # 3773 and # 3771 are identical. He is crossindexing his file

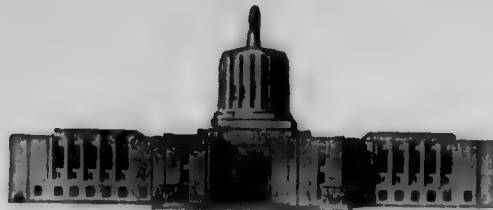
C.A.



NOTED
C. W. HEAD

Already recorded
on card and
notified Surety,
Agent, Contractor etc.
2-7-61
C.A.
Sec. of State
File # 3771
C.A.

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 7, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$4,925.79 received from Witherspoon, Kelley, Davenport & Toole, attorneys, on behalf of Standard Oil Company of California, Western Operations, Inc., for petroleum products and materials supplied to Cartwright Construction Company, Durkee.

This appears to be in connection with State Highway Contract No. 5607 with Cartwright Construction Co. for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.



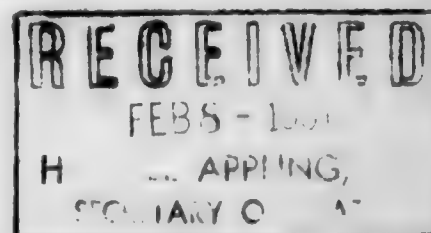
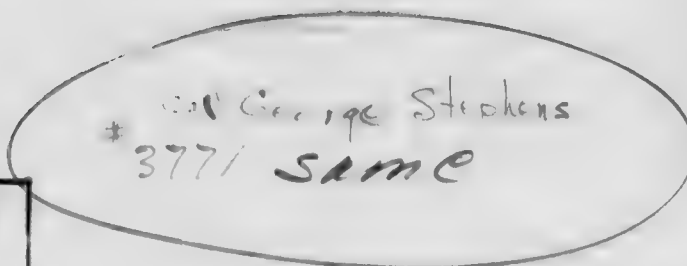
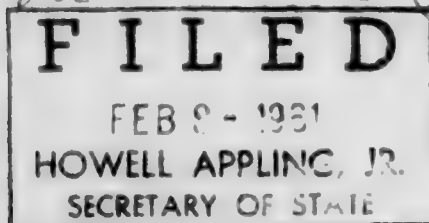
NOTICE OF CLAIM

TO: Oregon State Highway Commission
Halem
Oregon

NOTICE IS HEREBY GIVEN that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., has a claim for petroleum products and materials supplied by said Standard Oil Company of California, Western Operations, Inc., in the sum of \$4,925.79 against the bond taken from Cartwright Construction Company and its surety, Glen Falls Insurance Company of Glen Falls, New York, for the work of rock crushing at Buchanan, Oregon, being Contract No. 5607.

STANDARD OIL COMPANY OF CALIFORNIA
WESTERN OPERATIONS, INC.

By J. C. Cord
Asst. Regional Credit Manager



RECEIVED
FEB 7 1961

FOR FILING

13-8313
5607

February 7, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of \$4,925.79 received from Witherspoon, Kelley, Davenport & Toole, attorneys, on behalf of Standard Oil Company of California, Western Operations, Inc., for petroleum products and materials supplied to Cartwright Construction Company, Durkee.

This appears to be in connection with State Highway Contract No. 5607 with Cartwright Construction Co. for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD

dc

NOTICE OF CLAIM

TO: Oregon State Highway Commission
Salem
Oregon

NOTICE IS HEREBY GIVEN that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., has a claim for petroleum products and materials supplied by said Standard Oil Company of California, Western Operations, Inc., in the sum of \$4,925.79 against the bond taken from Cartwright Construction Company and its surety, Glen Falls Insurance Company of Glen Falls, New York, for the work of rock crushing at Buchanan, Oregon, being Contract No. 5607.

STANDARD OIL COMPANY OF CALIFORNIA
WESTERN OPERATIONS, INC.

By J. A. Ford
Asst. Regional Credit Manager

RECEIVED
FEB 7 1961

FOR FILING

13-8313
5607

February 7, 1961

Glens Falls Insurance Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

A letter dated February 2 with claim attached has been received from Witherspoon, Kelley, Davenport & Toole, attorneys, Spokane, on behalf of Standard Oil Company of California, Western Operations, Inc., advising that Cartwright Construction Company owes them for petroleum products and materials in the amount of \$4,925.79.

This appears to be in connection with State Highway Contract No. 5607 with Cartwright Construction Company for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

CWH:fp
Enc.

Secretary

CC:
David C. Baum
Baum Insurance Agency
P. O. Box 872
La Grande, Oregon

Cartwright Construction Company
Durkee, Oregon
Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
cc

RECEIVED
FEB 7 1961

FOR FILING

13-8313
5607

February 7, 1961

Witherspoon, Kelley, Davenport & Toole
Attorneys & Counselors
11th Floor, Old National Bank Building
Spokane 1, Wn.

Attention: Mr. John E. Heath, Jr.

Gentlemen:

This is to acknowledge receipt of your letter of Feb. 2 and attached Notice of Claim of the Standard Oil Company of California, Western Operations, Inc., in the amount of \$4,925.79 for petroleum products and materials furnished to Cartwright Construction Company. This claim states that these products and materials were furnished on the Cartwright Construction Company Contract No. 5607 for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor of the receipt of this claim.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

dc

W. W. WITHERSPOON
WILLIAM V. KELLEY
WM. A. DAVENPORT
ALLAN H. TOOLE
JOHN E. HEATH, JR.
E. GLENN HARMON
JOHN L. NEFF
SCOTT B. LUKINS

WITHERSPOON, KELLEY, DAVENPORT & TOOLE
ATTORNEYS & COUNSELORS
11TH FLOOR OLD NATIONAL BANK BUILDING
SPOKANE 1, WASHINGTON
MADISON 4-5265

A.W. WITHERSPOON
1876-1958

February 2, 1961

REFERRED TO

See you soon
C. H. WATSON, Auditor

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Oregon State Highway Commission
Salem
Oregon

Attention: Commission Auditor

Gentlemen:

We enclose herewith, in duplicate, Notice of Claim of Standard Oil Company of California, Western Operations, Inc., against Cartwright Construction Company on Oregon State Highway Commission Contract No. 5607. Will you kindly acknowledge receipt of a copy of the notice upon the duplicate and return same to this office at your earliest convenience. We enclose herewith a return addressed envelope for your convenience.

Very truly yours,

WITHERSPOON, KELLEY, DAVENPORT & TOOLE

BY

John E. Heath Jr.
JOHN E. HEATH, JR.

JEH/gw
Enclosures

cc: Standard Oil Co. of Calif.
Attn: J. D. Hartup

cc: David C. Baum
Baum Insurance Agency
LaGrande, Oregon



RECEIVED
FEB 3 1961

FOR FILING

13-7512
5607

February 2, 1961

G-K Machinery Company
P. O. Box 2604
Boise, Idaho

Attention: Mr. R. L. Pratt, Manager

Gentlemen:

This is to acknowledge your letter of January 31 informing us that Cartwright Construction Company, Durkee, owes you for supplies and rental on various state highway construction projects. As requested, we are listing below the information on the following projects:

1. Cartwright Construction Company Contract No. 5622 for rock production on the Nye Jct.-Grant County Line Section of the Pendleton-John Day Highway in Umatilla County. Surety - Glens Falls Insurance Company, through the agent, David C. Baum, Baum Insurance Agency, Box 872, La Grande.
2. Cartwright Construction Company Contract No. 5607 for rock production on the Burns-Buchanan Section of the Central Oregon Highway in Harney County. Surety and agent - same as above.
3. Cartwright Construction Company Contract No. 5483 for rock production on the Durkee-Malheur County Line Section of the Old Oregon Trail Highway in Baker County. Surety - United Pacific Insurance Company, through agent, Rea & Ragsdale Agency, 2009 Main Street, Baker.

Our Construction Division informs us that Cartwright Construction Company was a subcontractor to Keystone Construction Co., Inc., principal contractor, on their two projects in Baker County, as follows:

1. Contract No. 5604 for grading the Baker-Pleasant Valley Section of the Old Oregon Trail Highway. - Surety - American Insurance Company, through agent, Cole, Clark & Cunningham, Inc., 222 S. W. 4th Ave., Portland 4.
2. Contract No. 5769 for grading and paving the Pleasant Valley-Hill Creek Section of the Old Oregon Trail Highway. Surety - same as above.

I believe we have recently given you information regarding filing of claims. However, for your ready reference we are attaching excerpts from the Oregon Laws outlining the filing procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Enc.

Secretary

RECEIVED

W. C. Williams

NOTED
W. C. WILLIAMS

FOR FILING

13-8313

December 22, 1960

FINAL COST ANALYSIS

Rock Production

Contractor: Cartwright Construction Co.

Central Oregon Highway
Prefix No. 13-8313

Burns-Buchanan Section
Contract No. 5607

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1/2"-1/4" Cr.Mat'l in S.P.	6,701.09	Cu.Yd.	3.33	3.63	24,379.29	22,314.83
1/4"-#10 Cr.Mat'l in S.P.	2,298.84	Cu.Yd.	3.33	3.63	8,363.43	7,655.14
1/4"-0 Cr.Mat'l in S.P.	1,558.96	Cu.Yd.	3.33	3.63	5,671.67	5,191.34
Haul Adj. favor of State	257.00	Yd.Mi.	0.10			-25.70
					38,414.39	35,135.41

Gross Revenue \$ 35,135.41

Total Cost 38,414.39

Net Loss \$ 3,278.98

Net Loss equals 9.36% of Gross Revenue

CRUSHING BREAKDOWN - Contract No. 5607

	Quantity	Unit	Total Cost	Unit Cost
Move In and Set Up	10, 558.89	Cu. Yd.	2, 798.94	.265
Drill and Shoot	10, 558.89	Cu. Yd.	4, 185.00	.396
Feed Crusher	10, 558.89	Cu. Yd.	4, 178.67	.395
Crushing	10, 558.89	Cu. Yd.	8, 782.97	.831
Load & Haul to Stockpile	10, 558.89	Cu. Yd.	15, 925.30	1.508
Stockpile Crushed Materials	10, 558.89	Cu. Yd.	2, 543.31	.241
Total Cost in Stockpile	10, 558.89	Cu. Yd.	38, 414.39	3.636

The crusher operated 205 hours for an average of 51.5 cubic yards per working hour.

DETAIL OF COSTS - Contract No. 5607

Labor:

Labor and Supervision	\$ 9,226.85	
Labor Insurance	726.79	\$ 9,953.64

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	14,642.15	
Gas, Oil and Grease	5,602.75	
Bond	249.75	
Explosives	1,683.26	
Drill and Shoot	2,108.00	
P.U.C.	703.48	
Small Tools and Misc. Supplies	109.20	
Home Office and General Overhead	298.61	
Move In and Set Up	2,535.60	
Royalty paid for quarry @ \$0.05 per yard	527.95	28,460.75

TOTAL COST

\$ 38,414.39

Remarks - Contract No. 5607

This was a "State Project" consisting of the furnishing of 10,558.89 cubic yards crushed material in stockpiles for later use by the State in connection with maintenance operations on the Burns-Buchanan Section of the Central Oregon Highway in Harney County.

This project was bid March 1, 1960, awarded March 10, 1960 and completed July 26, 1960.

A drilling crew consisting of two men and allied equipment began drilling a coyote hole on June 1, 1960. This crew was hired by Cartwright to project the coyote 136 lineal feet for a price of \$15.50 per foot. This phase of the project took two weeks to drill and shoot. The contractor furnished the explosives and the drill steel.

The contractor began moving his equipment onto the project June 13, 1960. The move in from the setup on the Nye Junction-Grant County Line project to this setup required one week. Crushing operations began Monday, June 20th, but ran only intermittently because plant adjustments had to be made to produce 1/2"-1/4" and 1/4"-#10.

A caterpillar D8U dozer was used to feed the plant. The plant consisted of a grizzly feeder, primary jaw crusher, one set double rolls, one tripple rolls, and allied screens and conveyors.

Crushed materials were placed in a surge pile. A 3/4-cubic yard shovel was then used to load this material into hauling units. The reason for the surge pile was that the output of the plant was more than the hauling units could handle during the same period. The crushing plant operated eight hours per day and the dump trucks were operated on a sixteen hour a day basis. The truck drivers operated the shovel in loading their own trucks.

Owing to the location of the quarry, the hauling units had to haul over a five mile section of county road before reaching the State highway. The surface of this road was composed of gravel and cinders necessitating the use of a sprinkling truck to lay the dust. Water was hauled from a source located near the quarry site.

The contractor suffered a loss on this project. This loss was due to several reasons: The hauling cost was high due to the distance of haul and the selection of the quarry; the necessity of having to add the additional cost of a sprinkling truck which added approximately \$1,000.00 to the cost; numerous delays caused by weather conditions; and several breakdowns.

M.N. Juve
Chief Cost Analyst

By G.K. Hanson

RECEIVED
SEP 27 1960

FOR FILING

12-131
5607

September 27, 1960

Oleas Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

State Highway contract #5607 for the Burns-Rochester Rock Production Project on the Central Oregon Highway in Harney County was completed by the contractor, Cartwright Construction Co., on July 26, 1960, and was formally accepted by the Highway Commission on August 18, 1960.

Final payment in the amount of \$1,054.06 will be released to the contractor on or after October 7, 1960. The total contract amount is \$35,135.41, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Oleas Falls Insurance Co.,
Bass Insurance Agency
Box 872
La Grande, Oregon

RECEIVED
AUG 11 1960

FOR FILING

12-8313

5607

August 11, 1960

Oleas Falls Insurance Co.,
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco 4, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Cartwright Construction Co., on contract #5607 for the Burns-Buchanan Rock Production Project on the Central Oregon Highway in Harney County.

This payment, in the amount of \$26,843.60, will be released to contractor on or after August 22, 1960. The retained percentage is \$1,024.06.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Oleas Falls Insurance Co.,
Barn Insurance Agency
Box 872
La Grande, Oregon

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 29, 1960

Section Burns-Buchanan Kind of work Rock Production
 Highway Central Oregon County Harney Section prefix 13-8-13
 Contractor Cartwright Construction Co. Contract number 5007
 Date of contract March 10, 1960 Specified work days 70
 Date work started June 1, 1960 Work days used 61
 Project authorization \$ 37,462.50 Per cent of time elapsed 87 %
 Exclusive of engineering \$ 34,798.60
 Estimated cost of completed project, exclusive of engineering \$ 35,135.41
 Estimated per cent overrun or underrun 0.97 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$ 2664.00
 Engineering cost to date \$ 2664.00, 100 % Date project was completed July 26, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor finished this project Tuesday, July 26.

NOTED

CONSTRUCTION DIVISION
RECEIVED

JUL 29 1960

NOTED - EMB KRB
CE ADVISE CUESigned L. C. JohnsonAddress 252 S. Date Ave., Burns, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			27.02		
Miles partially completed			~~27.02~~		
Miles completed			27.02		
Total estimated quantities (contract)			10,000		
Total quantities corrected to date			10,558.89		
Estimated quantities moved or placed to date			10,558.89		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	fair		
Tuesday	fair		Project was completed this day.
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
APR 12 1960

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FOR FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
April 12, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Cartwright Construction Co.,
Durkee
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5607, awarded March 10, 1960,
for the Burns-Buchanan Rock Production
Project on the Central Oregon Highway
in Harney County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Encl.

RECEIVED
MAR 11 1960

FOR FILING

13-8313
5607

March 10, 1960

Cartwright Construction Co.

Durkee, Oregon

Gentlemen:

The State Highway Commission on March 10, 1960 awarded to you State Highway Contract No. 5607 for the Burns-Buchanan Rock Production Project on the Central Oregon Highway in Harney County.

This award was based on your bid of \$33,300.00 which was the low bid submitted to the Commission on March 1, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

I-5-1(19)
44
#5608 Homestead-Rock Pt. Sec., 1960
Pacific Hwy. (Grad., & Const.
of 3 Struc.)

RECEIVED
DEC 20 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 17, 1963

SUBJECT:

Assignment #1423-A

To:

Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

The permanent signing for the Rogue River, Homestead and Rock Point Interchanges was completed December 16, 1963 according to the revised signing drawings dated September, 1963.

Robert N. Bothman

R. N. Bothman
Sign Engineer

RNB:nk

NOTED
TOM EDWARDS

RECEIVED
DEC 19 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 5 1963

FORM 8-60 80M 8-62 43908

FOR FILING

11/19/49
5608

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 3, 1963

SUBJECT:

To: Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

Permanent revisions to the signing on the Grants Pass-Evans Creek section have been completed according revised plans S-112 and S-113, August 29, 1963.

Robert N. Bothman

R. N. Bothman
Sign Engineer

RNB:nk

cc: F. B. Crandall

NO'D
TO: EDW: DS

RECEIVED
SEP 4 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 21 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

T-5-1 (1963)

Salem, Oregon
August 16, 1963

SUBJECT:

To: Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

L

The temporary signing has been accomplished at the Rock Point Interchange as stated in your letter to Mr. Williams at Gold Hill.

These signs are now exactly the same size and carry the same legends as the future permanent signs to be installed.

Also the "Tourist Facilities" sign has been installed off the interchange on Route ORE 234.

A work order has been written and the material ordered for the permanent sign revision. Due to a delay in obtaining material, it is anticipated that several months will be required to complete the installation of the permanent signing.

Robert Bothman

R. N. Bothman
Sign Engineer

RNB:nk

NOTED
TOM EDWARDS



RECEIVED
AUG 8 - 1963

FOR FILING

7-1(19)
5608

August 7, 1963

1489
Mr. and Mrs. A. Williams
Sherwood Motel
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. and Mrs. Williams:

We received your letter of July 26 containing comments on the signing at the Rock Point Interchange.

As stated in previous correspondence to you, we are installing at the earliest possible moment temporary signs that will be more visible and installing "GAS - FOOD - LODGING" signs at the ORE234 intersection with the ramp terminal.

The final permanent sign revisions will follow shortly. We cannot grant your request concerning the prohibition of truck traffic on US99. Route shields and signboard sizes off the Interstate Highway will be consistent with the present state sign standards.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
R. L. Porter
F. B. Crandall
L. R. Chandler)
G. L. Clark) Enc.
R. N. Bothman)

LEG:dk jw

July 26-1961

Attn:

Mr Tom Edwards.

Oregon State the-way Dept.

Salem Oregon.

Gold Hill Oregon

Box 171 Rt 1.

Shenwood Motel

Dear Mr. Edwards:

Your letter of the 24 (inst) received in answer to our recent letter to the Hi-way Dept pertaining to the sign revision at the Rock Point interchange T 234 at the bottom of the Ramp and the advanced sign 1 mile back to the South. we wish to thank you for your Cooperation in this sign problem so there can be a Copious amount of the tourist travel shunted off of Number 5 & 234 onto 99 for tourist accommodations along the Rogue River but there is one thing that has to be taken into Consideration Mr. Edwards, is the traveler is facing into the sun when approaching the two above mentioned signs when traveling north on no. 5 and this coupled with 70 plus miles per hour traveling, necessitates much larger letters than the existing signs and reflectorized with the reflector

buttons like all the other. Highway Signing
 we are referring to the 99 Rogue River
 Route sign at the Rock Point interchange
 and the advanced sign 1 mile to the
 south. the GAS-FOOD & LODGING sign
 you are going to expect beneath
 the 99 exit sign at the Rock Point
 interchange should be larger than
 the one 1 mile back so it can be
 easily observed from both the No 5
 freeway and 234 to north bound traffic
 the 99 shield at the bottom of the Ramp
 on 234 facing the north bound traffic
 with an arrow pointing to the left
 reading 99 South is very confusing
 to the tourist and we lose a lot of
 the travel off of 234 their few seconds
 of observation reflects in their mind
 that 99 turns left onto the freeway
 and don't see the word south.
 traffic traveling north isn't interested
 in turning back south. so this should

3

be removed and only a 99 shield pointing north should be there and a No. 5 shield with an arrow pointing to the left to the freeway as the new signing is to be permeinate every effort should be extended to install signing that will accomplish the purpose in a satisfactory manner to all the businesses along 99 North that serve the tourist traveling public we trust you will fill our order as it has merits to accomplish the purpose

Now a word regarding the heavy trucking through here. you state it isn't legally possible to prohibit them from this area. Mr. Edmund there is no destination for them between the bottom of the ramp off 234 at the Rock Point interchange & the town of Rogue River they can turn off of 234 onto No 5 to Rogue river when traveling north they can also when traveling south

from the west turn off of 99 at
Roguel River town & take the No 5
freeway to Gold Hill that is to
the Exit onto 234 at the Rock Point
interchange. Part of the cement truck
hauling the raw material to Gold Hill
does this but the most of them
bang through here with out any
measures at a high rate of speed
no regard for any thing & this is now
advertised as a quiet zone.
the Cement truck Rock trucks -
logging trucks all come through No 5
between these 2 points

there are a lot of children at
this locality that walk & ride their
bicycles & are on the road here
all the time. they are in constant
danger & its eventually going to wind
up with some of them crushed to death
under the wheels of these pests -
this is almost like a snare in

5
town where children play in the
streets and cars in & out of the
driveways onto the road. ~~some of the~~
these trucks have ~~no regard for~~
any one but themselves. they must
be eliminated from 99 between
the 234 at the bottom of the Ramp at
the Rock Point interchange and the
town of Rogers river as they have
no destination or deliveries between
these 2 points & we ask that you
erect a sign with arrow stating
Heavy truck route at these 2 points
diverting them onto No. 5 freeway
please give this a lot of thought and
make these changes before it is late
Thanking you and yours sincerely

Yours truly

Mr. M. Williams

(OVER)

P.S.

in view of the fact traffic is
facing into the sun in the late afternoon
~~from morning~~ Please give us
~~large 99~~ shields on these two
sign boards mentioned and
reflectange them with the standard
Reflector buttons. Also they will
be much more visible at night
& reflecting the ~~99~~ 99 shield
at the bottom of the Ramp and
arrow pointing 99 North that
faces traffic coming on 234
traveling North

ALL,

RECEIVED
JUL 26 1963

FOR FILING

7-5-1(10) 44
5608

July 24, 1963

Mr. A. Williams
Sherwood Motel
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. Williams:

We have received your letter asking when the permanent signs will be installed at the Rock Point and Homestead on the Rogue Interchanges.

It was the Department's desire to make the sign revisions on a temporary basis in case other revisions became apparent. The temporary sign revisions have now been in for a long enough period of time so that apparently no more major revisions will have to be made. We will, therefore, proceed immediately to assemble material to install the permanent sign revisions as they now exist in the field.

To partially relieve the poor legibility of temporary riders on the two advance signs facing northbound traffic at the Rock Point Interchange, we will remove the existing plywood section and reinstall the unit with larger letters so that they will be more visible. When material is available and assembled we will then proceed immediately with the final permanent sign revisions.

Another item in your letter requested the installation of a sign facing northbound traffic on ORE 234 for those vehicles desiring to use the tourist facilities in your area. We will install at the intersection of ORE 234 and the freeway overcrossing road a sign bearing the legend "TOURIST FACILITIES" with a vertical arrow. This sign will be mounted directly beneath the existing signs and should adequately advise the touring public that facilities do exist along US 99.

You also requested that we prohibit truck traffic from US 99. It is not legally possible to grant this request.

Very truly yours,

cc Forrest Cooper
R. L. Porter
F. B. Crandall
L. R. Chandler
Glen Clark
Bob Bothman

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

LEG:njc

attn

July 8th 1963

Mr. Forrest Cooper
State Highway Engineer,
Salem Oregon.

Gold Hill Oregon
Sherwood Motel

Box 171 RT1

REFERRED TO

Edwards

BY DEPUTY STATE HIGHWAY ENGINEER

Dear Mr. Cooper:

We wish to call your attention to the fact the signing at the Rock Point interchange to direct the tourist or traveler onto 99 Rogue River route off of No 5 has never been completed as agreed at the meetings held here some months back.

The sign board lettering is far too small and so dull they can not be read traveling 70 or 80 miles per hour until a driver gets right onto it and then it's too late we were promised large lettering reflectorized with reflector buttons which has a white back ground the same as the Gas - Food - Lodging sign is made up. It has never been done.

This includes both the Rock Point Sign and the approach sign 1 mile back

To the South, there was a 3rd post set for this larger sign as promised by the Hi-way Dept but nothing more has been done about it.

As you know the Hi-way runs East & West in this locality the traveler is facing into the sun at the time of day when he is about ready to think of motel accommodations but he doesn't see the small lettering so they just continue on down the Freeway and at night the only sign they can read is the Gas - Food & Lodging because it stands out bright & Readable but he hasn't been able to read where these accommodations are located.

The lettering Hi-way 99 Rogue River Route Exit 1 mile has to be large ~~so they~~ and Reflectored with the Reflector buttons with a white back ground so this portion can be easily read some distance back, the same thing on the sign at the Rock point interchange, there has to be

A Button reflectorized Gas-Food & Lodging sign put back at the interchange where they leave No. 5 since this sign was removed it has cut the take-off travel on to 99 to the Vanishing point. this sign can be read if properly executed from both No. 5 and 234 coming through Gold Hill.

there also has to be a Gas-Food & Lodging sign placed at the bottom of the Ramp.

Facing the traveler coming from Crater Lake through Gold Hill to inform them there is tourist accommodations straight ahead on 99. as it is now there is nothing what so ever there for them to know there is any tourist accommodations along here on 99 there is a 99 shield there that is very confusing to the traveler which reads 99 South. people are not interested in going south when they are traveling north.

this shield has an arrow to turn left they do not see the other opposite 99 shield north so they flip around to the left and

on to the Freeway, so we get no one
 only a very small trickle through here.
 This has become a ghost road for the lack
 of proper sign information leaving the
 motels set here holding the sack going
 broke. What is the reason this signing
 can't be done right so the traveler will
 know where to go & how to get there and
 also help to keep us all in business here
 along 99. we have had only sixteen
 16 customers so far this year and they all
 complained about the poor signing - No signing
 and being unable to see the small wording in
 time before they were past the board.

the last meeting with the Hi-way Dept
 some months back was nothing more
 than a flop with the Hi-way Dept
 vetoing most of the things we ask for,
 the ReflectORIZED Gas - food & Lodging signs
 you have now vetoed are B. 17. but we
 have to have two more as stated above
 there is a lot of travel from Crater Lake

through South Hill over 234 and
 as the sign situation ^{is} now they all
 turn onto the Freeway at the bottom
 of the Hill.

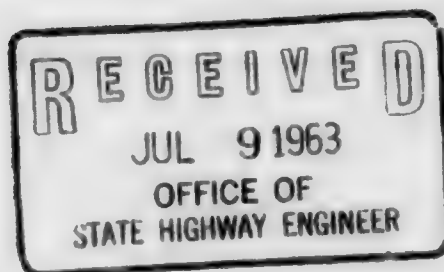
When the freeway opened we were
 glad to be rid of the heavy trucks
 and had our advertising printed up
 as being a quiet zone, but now
 a lot of heavy trucks have moved
 back over on this road another
 headache. The cement trucks - log trucks
 & some heavy transports, they pound
 through here at a high rate of speed
 unmuffled Exhaust blasting running
 over dogs & cats and there is a lot of
 children along here that are in
 constant danger from these Road Hogs
 they have no business on this Road
 they can travel the Freeway where
 they belong, their speed limit on the
 Freeway is 50 M.P.H. but they seem
 to think they can do as they please

6

over here on 99, all the people
along 99 wants these pests off of here
we ask the Highway Dept to Route
them back on No 5 where they
belong and ask the Highway Dept
to grant us the signs as above
mentioned and have them erected
soon as possible, the Motel
along here is getting awfully fed
up with the present situation
Thanking you

Yours Very truly

Mr & Mrs A. Williams



RECEIVED
FEB 25 1963

FORM E-30 DOM E-62 42852
FOR FILING

1-1-1111
1-1-1111
1-1-1111
1-1-1111

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

February 21, 1963

SUBJECT:

To:

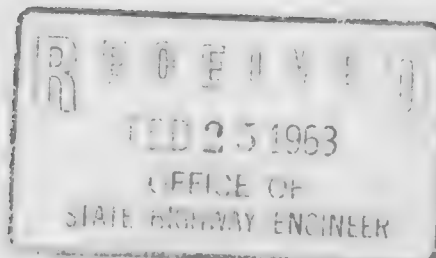
Mr. Tom Edwards
Assistant State Highway Engineer
DEPARTMENT

As outlined in your letter of January 21, 1963 to Mr. Jack McMahan, manager of the Grants Pass Chamber of Commerce relative to sign revision on the Freeway in the Grants Pass area, I wish to advise that this work was completed on February 14, 1963.

L. E. George
L. E. George
Sign Engineer

LEG:nk

NOTED
TOM EDWARDS



RECEIVED
FEB 8 - 1963

FOR FILING

I-5-1(19)44
2608

February 6, 1963

Mr. Jack T. Mollahan, Manager
Grants Pass and Josephine County
Chamber of Commerce
P. O. Box 970
Grants Pass, Oregon

Dear Jack:

The matter of signing at the Rogue River Interchange, as suggested in your letter of January 31, has been discussed with you.

As I stated in my discussion with you, the use of the legend "North Medford" at the Seven Oaks Interchange is not analogous to the use of the legend "South Grants Pass" at the Rogue River junction for the reasons explained to you, which are, basically, that the most direct route and the shortest route from the Seven Oaks Interchange to the north city limits of Medford is via the highway diverging from the freeway at Seven Oaks.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TS:jw

cc Forrest Cooper (enc.)
R. L. Porter (enc.)
F. B. Crandall (enc.)

Grants Pass and Josephine County
CHAMBER OF COMMERCE

January 31, 1963

Mr. T. Edwards
Assistant Director
Oregon State Highway Department
Highway Building
Salem, Oregon

Dear Tom:

We in Grants Pass and Josephine County certainly appreciate everything your department has done for our area in the way of highway construction and highway signing.

Your recent letter, confirming the many changes to be made, has been most gratefully received. However, it is the opinion of the Board of Directors of the Grants Pass & Josephine County Chamber of Commerce, that the designation, "South Grants Pass," for north bound traffic, at the Rogue River Junction, is of great importance to us in this area.

May I point out some of the reasons that this signing is most important:

(1) The business people of U.S. 99 route, from Rogue River to Grants Pass, need a stimulus to help them help themselves.

(2) The area needs special recognition to maintain their financial stability because of the loss conquered, not only by the freeway, but by the Redwood Highway going through town to the E Street Junction.

This seems to be an identical situation to the one at the 7 Oaks Junction traveling south towards Medford. At that location you have a sign reading "Central Point - North Medford!" If you continue on that route you end up at the Crater Lake Junction, right by Medco, which is the same point you would reach by continuing on the Highway and turning on the first Medford exit.

NOTED
TOM EDWARDS

2.

The distance traveled, the encountered conjection and the time elapsed are approximately the same as traveling from the Rogue River Junction to Grants Pass on U.S. 99.

Our position has been made most difficult, with many of the business men of the South Grants Pass area, explaining your stand in refusing to put "South Grants Pass" at the Rogue River Junction. I strongly urge you to reconsider our request. It will help considerably, in public relations, for your office and mine.

I will be in Salem Tuesday afternoon, February the 5th. I will stop in your office at that time and hope to discuss the situation further.

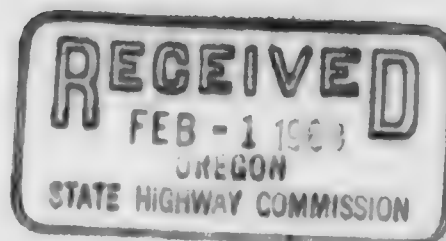
Very truly yours,

GRANTS PASS & JOSEPHINE COUNTY
CHAMBER OF COMMERCE



John T. McMahan,
Manager

JTM:ao



RECEIVED
JAN 22 1963

FOR FILING

56.8

January 21, 1963

Mr. Jack McMahan, Manager
Grants Pass and Josephine County
Chamber of Commerce
P. O. Box 970
Grants Pass, Oregon

Dear Mr. McMahan:

Mr. Head has reported to me concerning his meeting with you and members of the county and city governments on Wednesday, January 16.

In accord with the wishes of the Chamber of Commerce, the City, and the County, we will not install "Gas Food Lodging" signs on the North or East Grants Pass Interchanges.

We do not feel it is in the best interests of the road user to sign to "South Grants Pass" for northbound traffic at the Rogue River exit. We feel that this would be giving false information as motorists on the freeway can reach the South Grants Pass area quicker, easier, and in more safety through utilization of the freeway, the "E-F" couplet and the "6th-7th" couplet.

Mr. Head has reported concerning your desire to have "Grants Pass" in addition to the words "6th Street" and "E Street" at the off-ramps. I am approving this request since it is within the ground rules, even though it seems somewhat unnecessary to use two names - particularly in the case of "E" Street which obviously directs traffic to the same destination.

I am also having an additional sign installed facing northbound traffic on its approach to the East Grants Pass Interchange and southbound traffic on the approach to the North Grants Pass Interchange in advance of the existing "EXIT 2 MILES" sign which will read "Oregon Caves - Redwood Highway NEXT 2 EXITS".

Adding the word "Grants Pass" to the existing "6th Street" signs and the existing "E Street" signs will be

Mr. Jack McMahan

- 2 -

January 21, 1963

accomplished with a temporary plywood rider board. The additional sign to "Oregon Caves - Redwood Highway NEXT 2 EXITS" will also be installed on a temporary basis to a smaller scale out of plywood. The permanent changes to these signs and others in the Grants Pass vicinity will be accomplished later in the year.

We sincerely hope that the concessions made herein and the numerous changes that we have made at your request will now satisfy all interests in the Grants Pass area so that we may proceed with finalizing of the numerous changes on a permanent basis. We do appreciate your concern and sincerity in bringing this matter to our attention.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc The Hon. Bruce Davidson
Judge, Josephine County

The Hon. Charles Gill
Mayor of Grants Pass

bc Mr. A. W. Parsons, Division Engineer - We respectfully request
Bureau of Public Roads permission to make the above
plan changes. T.E.

bbc Forrest Cooper
R. L. Porter
F. B. Crandall
L. R. Chandler
G. L. Clark
W. O. Widdows - Please implement changes now on a temporary basis. T.E.

JAH:njc/TE:jw

RECEIVED
JAN 21 1963

FOR FILING

January 21, 1963

Mr. A. N. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

In reviewing your schedule of exceptions on the Homestead-Lock Point Section, Federal-Aid Project No. 1-5-1(19)44, we are making the following comments in rebuttal for a reallow:

On Voucher 20515, 1960

1. Salary of Jack Overgard, backhoe operator on 7-20-60.

Our daily record of extra work (Form E-338) shows that a John Deere Backhoe worked 1/2 hour on this date. Although the operator is not listed by name on the daily record, it is highly unlikely that the machine worked without an operator. Mr. Overgard was the regular operator for this piece of equipment. The contractor apparently overlooked the machine itself when he made up his billing for work on that date.

2. DW 21 scraper, night shift, on 8-5-60.

The total hours worked by scraper operators on the night shift of 8-5-60 was 54. The records indicate that there were 6 operators, each working 9 hours (actual work time 8 1/2 hours, pay time 9 hours as per union agreement). The total hours worked by 8 scraper machines (TS-24, S-18 and DW 21) manned by the 6 operators on that night was 51. The records show that one machine only, worked the full 8 1/2 hours on that night while all the other machines worked lesser hours. The confusion comes from the fact that two or more of the operators probably changed machines during the shift.

Mr. A. W. Parsons
Page 2
January 21, 1963

On Voucher 28783, 1960

1. Rate on D-9 with ripper, 10-36-60.

Rate shown on billing is \$31.90 per hour, which is the rate for a ripper at \$7.70 and bare tractor at \$24.20. The horsepower is shown on the bill as 322 but no mention is made as to whether the tractor has a torque converter or a direct drive. The citation shows a rate of \$21.60 for the bare tractor, which is the rate for a direct drive D-9. A check of the tractor data in our Force Account Rate Book shows that a D-9 with direct drive has a horsepower of 280, and a D-9 with torque converter has 320.

Accordingly, reclaim is being made for the following:

Voucher 21515	Item 1	\$ 2.10
Voucher 21515	Item 2	181.30
Voucher 28873	Item 1	3.20
	Subtotal	\$187.60
	+ 15%	28.12
		\$215.62

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:lt

RECEIVED
JAN 21 1963

FOR FILING

567

January 17, 1963

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

We are sending three copies of reclaim voucher in the amount of \$199.10, with supporting information and rebuttal statement for the Homestead-Rock Point Section, Project No. I-5-1(19)44.

This voucher is for items cited in your memorandum of December 11, 1962, and deducted from the final voucher.

We hope the additional data we are submitting will provide sufficient information to permit reimbursement for the items being reclaimed.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DAR:jb

RECEIVED
JAN 10 1963

FOR FILING

SIGNING T5
Vicinity Grants Pass

On Thursday, January 3, Head called the following Grants Pass people:

1. Mayor Gill
2. County Judge Davidson
3. C of C Manager M. S. Mahon

He could not iron out all of their problems by phone. He did firm up on the following sign northbound at Homestead



Rogue River Rte.
Savage Rapids Dam

All other items need discussion. Head made a tentative date for January 16 or 17 in Grants Pass. Later in evening he called me at home and said that his wife is having surgery that week and he could not make it until the week of January 20. Mr. Edwards is to be informed of Head's conversations with local people.

Head says that M. S. Mahon did not clear his ideas with the City and County. They do not agree with him on all points and would support the Highway Department's stand on some issues (particularly Gas-Food and lodging) in a meeting.

NOTED
TOM EDWARDS

Cal Johnson

RECEIVED
JAN 22 1963

FOR FILING

5608

48211

	Date <u>1-23-63</u>
ASSIGNED TO <u> </u>	By <u> </u> No. <u> </u>
Letter From <u> </u>	
Dated <u> </u>	
Has Been Acknowledged By <u> </u>	
RE: <u> </u>	
Investigate and report with recommendation Such action as necessary and report Return with rough draft of reply Prepare reply for signature of Mr. <u> </u> Contact correspondent and report <u> </u>	
REMARKS: <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u> <u> </u>	
Report Received <u> </u>	Completed <u>1-16-63</u>
To Commission <u> </u>	Agreement <u> </u>
File Closed <u> </u>	<u> </u>

RECEIVED
JAN 7 1963

FOR FILING

251 (11/11/62)
5608

January 3, 1963

983
983-A
Mr. Jack McMahon, Manager
Grants Pass and Josephine County
Chamber of Commerce
P. O. Box 970
Grants Pass, Oregon

Dear Mr. McMahon:

Your letter of December 14 advising that you, the city, and other interests in the Grants Pass area have gotten together on a destination name for the northbound sign on I-5 at the Homestead Interchange to replace the designation "Foots Creek", has been received.

We will adjust the existing sign which reads "US99 FOOTS CREEK ROGUE RIVER ROUTE" to read "US99 SAVAGE RAPIDS DAM ROGUE RIVER ROUTE". We will replace the two northbound signs at the one mile point and at the break point. This work will be accomplished as soon as time will permit our sign crews to have the necessary plywood overlay made. This change will be accomplished on a temporary basis at the outset, until it is determined that all parties of interest are thoroughly satisfied with the change.

cc Forrest Cooper
R. L. Porter
F. B. Crandall
L. R. Chandler
W. O. Widdows
R. L. Lammert

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc Mr. Bruce E. Davidson, Chairman
Board of County Commissioners
County Courthouse
Grants Pass, Oregon

Mr. Roy Eames, City Manager
City Hall
Grants Pass, Oregon

JAH:njc jw

Grants Pass and Josephine County
CHAMBER OF COMMERCE

December 14, 1962

Mr. Tom Edwards, Ass't.
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Tom:

We had a meeting this morning with various representatives of the city and the South Highway 99 group, regarding the second designation for the sign at Foots Creek.

It was unanimously agreed that in view of your rejection of our request for "Oregon Caves" that we respectfully submit the name "Savage Rapids Dam" as the second designation.

We appreciate all of your time and trouble on our behalf and thank you for the many past favors. I hope we have time on December 20th to discuss some of these problems.

Sincerely,

Jack McMahan
Jack McMahan,
Manager

JM:gp

Craneall



*NOTED
TOM EDWARDS*



RECEIVED
JAN 3 1963

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 28, 1962

SUBJECT:

Signing Revisions
Redwood Interchange & Vicinity
Redwood Hwy. No. 25

To:

Mr. F. B. Crandall
Traffic Engineer
DEPARTMENT

November 1, 1962, we installed Trail Blazer assemblies for Interstate 5 between the Redwood Highway Interchange and the North Grants Pass Interchange.

At the intersection of 7th & F Street, the north and south Cardinal Markers were added, and South was carried out F Street to the Freeway, and North was carried out 7th Street to the Freeway.

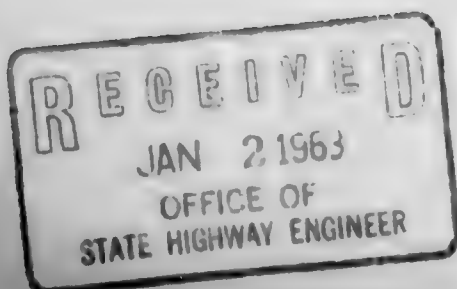
The sign revisions at the Redwood Highway Interchange were made on December 19, 1962. These revisions were made to conform with the map sent to this office.

A. E. Archibald

A. E. Archibald
Sign Superintendent

AEA:nk

NOTED
1



NOTED
TRAFFIC CONTROL
ENGR.

RECEIVED
DEC 28 1962
TRAFFIC ENGINEERING

RECEIVED 12/28/62
Johnson
Send copy to Edwards

RECEIVED
DEC 4 1962

FOR FILING

5668

December 12, 1962

Mr. James W. Basker, President
Grants Pass and Josephine County
Chamber of Commerce
P. O. Box 970
Grants Pass, Oregon

Dear Mr. Basker:

I am in receipt of your letter of December 4, re-affirming your request for the name "Oregon Caves" to be substituted on the sign at Homestead on The Rogue in preference to the name "Foots Creek" which now exists.

I quote the following from the notes taken at the meeting of September 20: "...Numerous suggestions ("Redwood Highway," "Oregon Caves," "South Grants Pass," "Savage Lake," etc.) were made for the second designation, but they were either not permissible or the group could not agree..." The name "Oregon Caves" was discussed at the meeting and was rejected for the reason that it would be improper signing to draw traffic from the freeway at that point with a sign which could lead them to believe that this might be the only way to the Oregon Caves. As I explained at the meeting, the group is entitled to a second name and it should be one which is local in nature and meaningful. When such a name has been decided upon, the change will be made.

We have searched our records for a "Crater Lake" sign in the Eugene area, as mentioned in your letter. We are unable to find one. Will you kindly advise us as to its exact location.

Very truly yours,

Forrest Cooper
State Highway Engineer

TE:jv

cc Forrest Cooper
G. S. Paxson
F. B. Crandall
I. A. DeFrance
W. O. Widdows
L. R. Chandler
R. L. Lammert

By

Tom Edwards
Assistant State Highway Engineer

Grants Pass and Josephine County
CHAMBER OF COMMERCE

December 4, 1962

Mr. Tom Edwards
State Highway Department
State Highway Building
Salem, Oregon

Dear Mr. Edwards:

For the past three or four months we have had many contacts with your department regarding the signing of Interstate #5 in the Foothills Creek area.

As you will recall, we indicated our preference as "Oregon Caves" as the second designation. We would, at this time, like to re-affirm our position that "Oregon Caves" be the second designation on the Foothills Creek interchange.

It has been noted that your department considers this request as contrary to Federal Highway regulations. In view of the situation existing in other areas on Interstate #5, such as the designations to Crater Lake in the Eugene area, and especially in the Salem area, we feel that we are justified in this request.

Would you be so kind as to send us the name and address of the Federal organization responsible for highway signing on the Interstate Freeway system.

We thank you now for your department's efforts in our behalf in this request.

Looking forward to seeing you at the highway dedication in the Seven Oaks area on December 20th, I am,

Sincerely,

JW Basker
James W. Basker,
President

JWB:gp



RECEIVED
DEC 10 1962

FOR FILING

5608

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

477 Cottage Street N.E.
Salem, Oregon

December 11, 1962

08-35.5

A. W. Parsons, Division Engineer
Salem, Oregon

By: L. R. Backlund
Administrative Manager

Oregon Project I-5-1(19)44
Homestead-Rock Point Section
Voucher No. 16- Final
Net amount claimed \$148,384.00

The subject voucher has been approved in the reduced amount of \$142,473.00. Deduction has been made in accordance with the attached Schedules of Exceptions, Item Nos. 1 through 5.

Total amount of deductions	\$6,401.26
Federal-aid pro-rata	92.34%
Net deduction in even dollars	\$5,911.00

In the event you disagree with the deductions made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attach.

NOTED
LLOYD P. SHAW

NOTED
R. L. PORTER

original To Young
with attachments
12-13-62

RECEIVED
NOV 30 1962

FOR FILING

5619

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon

November 28, 1962

SUBJECT: Signing
I-5
Grants Pass Vicinity

To: Tom Edwards
Ass't. State Highway Engineer
BUILDING

I have discussed with Jim Basker of Grants Pass Chamber of Commerce his suggested alternate of "Oregon Caves" in lieu of "Foots Creek" on our destination sign.

I endeavored to explain to Mr. Basker our hesitancy to substitute "Oregon Caves" in that in general Oregon Caves would be the same general destination as Crescent City and that in substituting Oregon Caves we would in effect be routing to the same general long-haul destination over alternate routes, which does not seem consistent.

Mr. Basker said he would discuss the thing again with the people concerned in an effort to come up with some more localized destination to substitute for Foots Creek which we could live with. He thought "Savage Rapids Dam" might be a possibility. The much lengthier copy of such name in comparison to Foots Creek would involve a larger signboard and cost us a few dollars to make the change. However, I indicated that over and above this Savage Rapids Dam would be an agreeable substitute insofar as we were concerned.



F. B. Crandall
Traffic Engineer

FBC:njc/sm

NOTED
TOM EDWARDS

8/2 11/0/63 (noted)

RECEIVED
NOV 29 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 2 1962

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon

October 31, 1962

SUBJECT: Signing
Evans Creek-Seven Oaks Section
I5

To:

Tom Edwards
Asst. Highway Engineer
BUILDING

Regarding Mr. A. W. Parsons, BPR, letter of October 15, last, you asked that I give you the information as to what we had requested in the first instance.

In this direction I am attaching a copy of our letter of October 3 plus a map showing the signing on which we had requested approval.

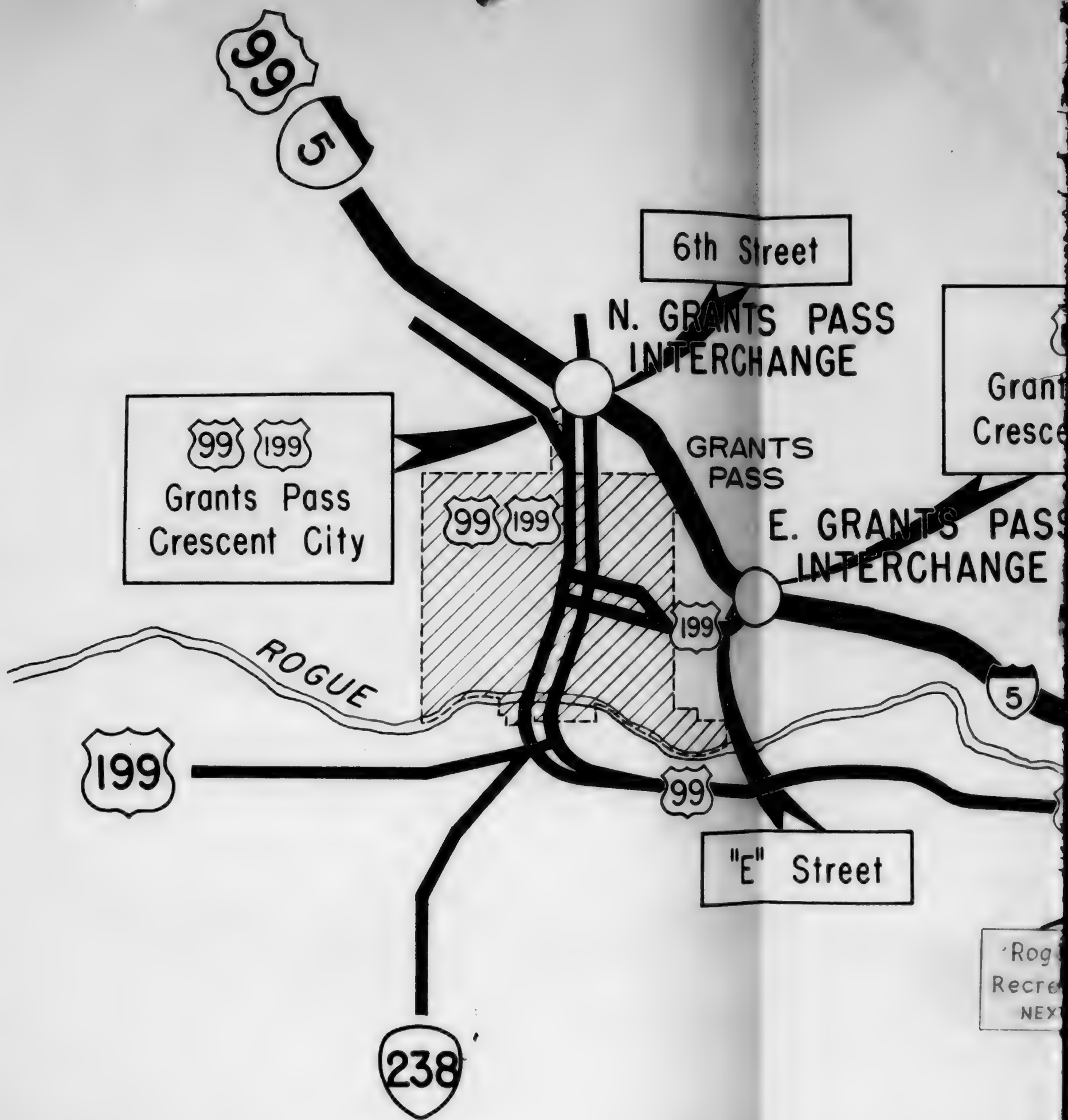
The sense of their response is that they will approve as participating installations the two signs: "Rogue River Recreational Area Next 4 Exits", but they will not approve installation or participation in the other two signs: "US99 Rogue River Route Foots Creek" and "US99 Rogue River Route Rock Point".

F. B. Crandall
F. B. Crandall
Traffic Engineer

FBC:njc
Attachments

NOTED
TOM EDWARDS

RECEIVED
OCT 31 1962
OFFICE OF
STATE HIGHWAY ENGINEER





199
Grants Pass
Crescent City

PASS
NGE

Rogue River

VALLEY OF THE
ROGUE PARK

99
Rogue River Route
Foots Creek

ROGUE
RIVER

ROGUE RIVER
INTERCHANGE

Rogue River

Rogue River
Recreation Area
NEXT 4 EXITS

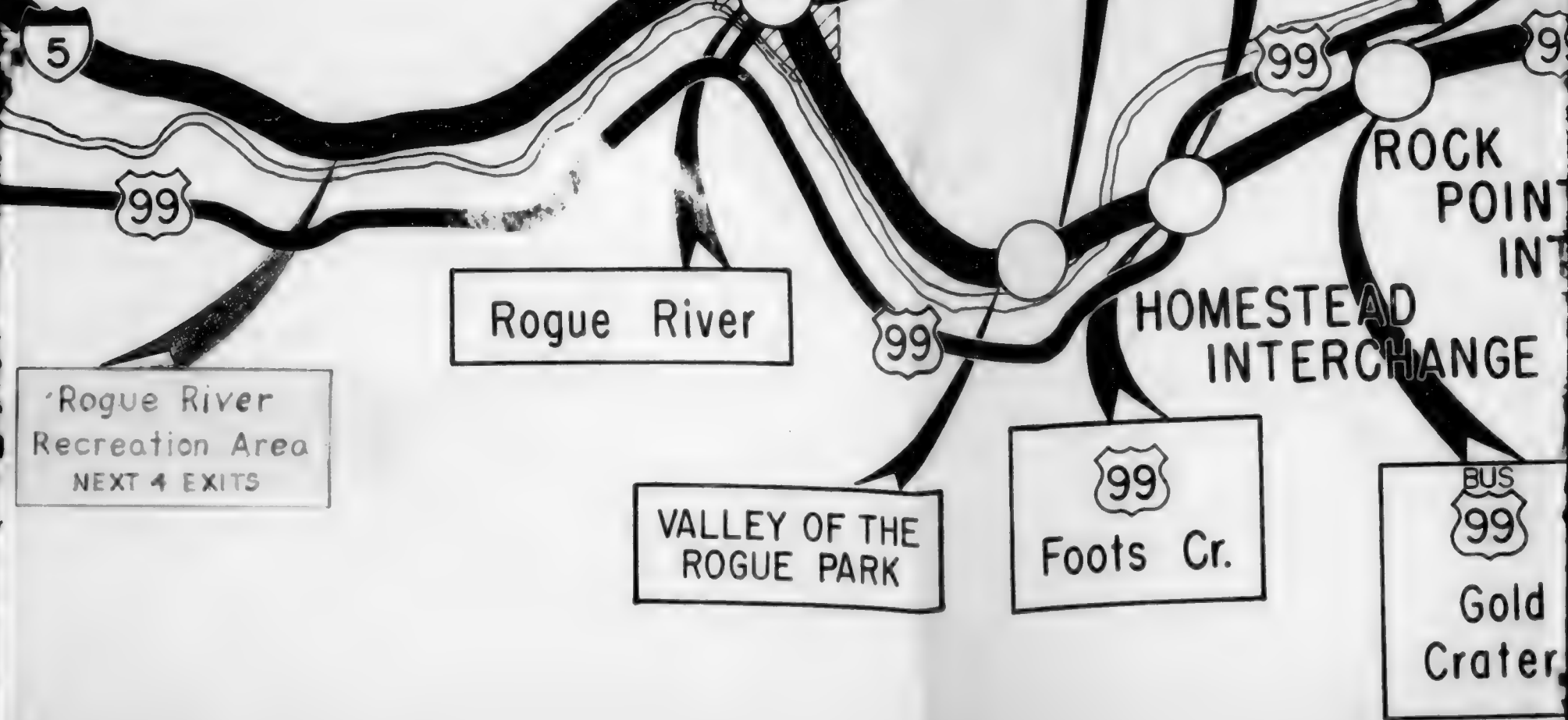
VALLEY OF THE
ROGUE PARK

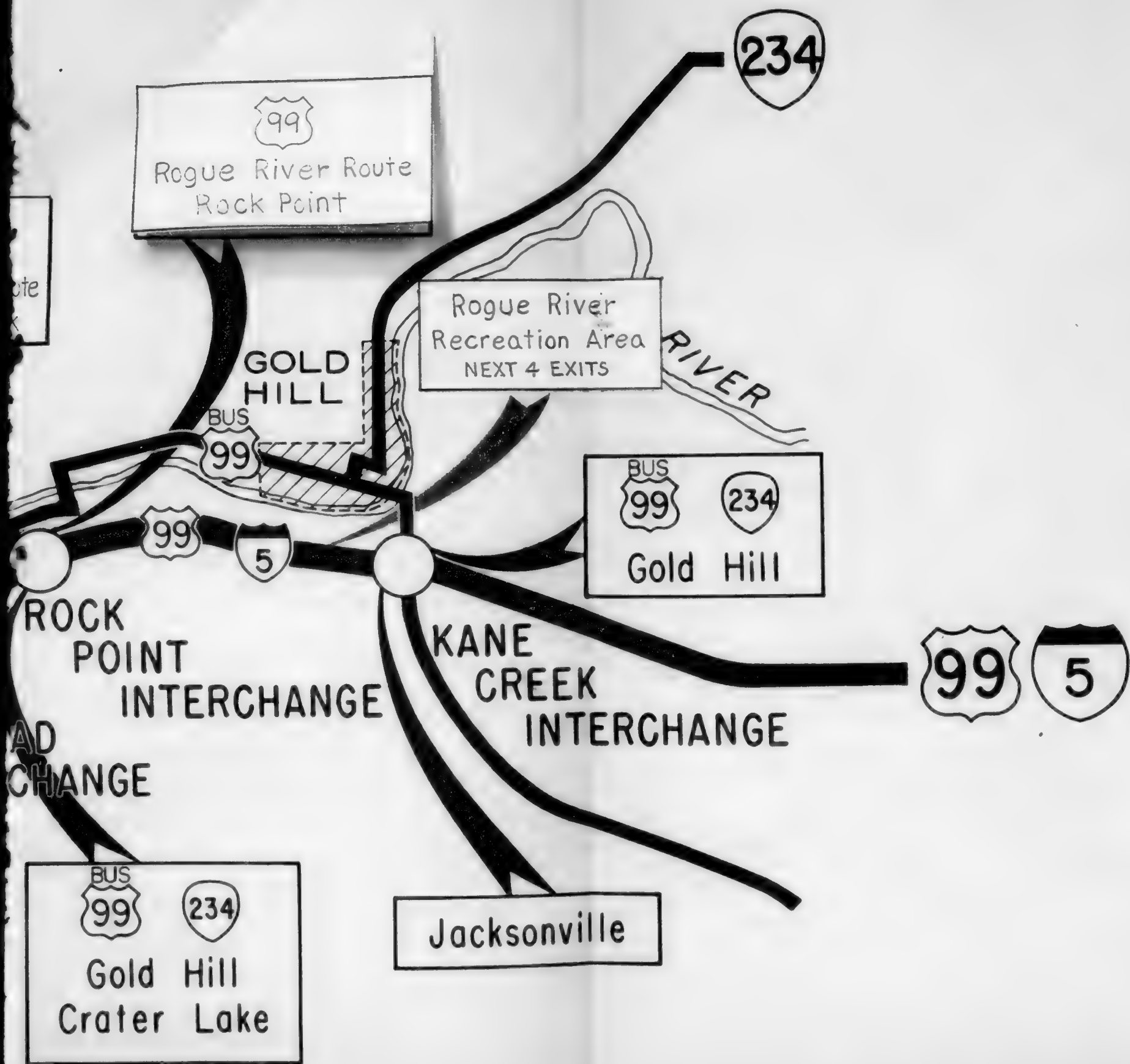
99
Foots Cr.

HOMESTEAD
INTERCHANGE

ROCK
POINT
INT

BUS
99
Gold
Crater





UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street N. E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

DATE: October 15, 1962

FROM : *[Signature]* A. W. Parsons, Division Engineer
08-35.8-0 Salem, Oregon

SUBJECT: Oregon I-5-I(9) - Evans Creek -
Seven Oaks section. Signing.

Your letter, dated October 3, requested our approval of sign changes for the Rock Point and Homestead on the Rogue interchanges. The plans as presented are technically a violation of the requirements of the AASHO Manual for Signing and Pavement Marking of the National System of Interstate and Defense Highways, 1961 Edition, as set forth on Page 19 paragraph 1-a and b. Paragraph 1-a states that the first line shall have the route marker or markers or the name of intersecting highway or street. Paragraph 1-b states that intermediate lines shall have the name or names not to exceed two destinations reached by turning at the interchange.

The signs as proposed have the route marker on the first line and the name of the intersecting route on the second line. It is believed that the installation of the supplemental sign indicating the Rogue River Recreation Area Next 3 Exits, will be an excellent solution to the signing problems encountered in this area.

It is suggested that the supplemental signs be installed for a trial period of about nine months to one year. If the protests of the local interests have not subsided by that time, and sign messages that comply with the intent of the sign manual cannot be developed, we will concur with the changes as requested, on a nonparticipating basis.

The complaint that signing in a given area is inadequate seems to follow the opening of a section of freeway that changes the old travel patterns. The Salem Chamber of Commerce, The North Eugene group, The Franklin Blvd. businesses and the Grants Pass-Gold Hill area people have all protested vehemently following freeway openings that have diverted traffic from their areas. We can expect this same pattern to follow at Medford and Ashland when they are bypassed.

NOTED
TOM EDWARDS

NOTED
TOM EDWARDS

*Standard
to send down
copy J. J. report*

-2-

It is estimated that the installation of the changes to the six advance guide, and exit direction, signs will cost approximately \$15,000, and the cost of installing the two supplemental signs is estimated to cost approximately \$5,000.

The supplemental signs could be installed under the contract for the construction of the ramps to the Rogue River Park.



RECEIVED
NOV 1 1962

FOR FILING

7-1 (17) 44
5608

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

October 29, 1962

SUBJECT:

To:

Mr. Al. Head
Assistant Traffic Engineer
DEPARTMENT

The temporary sign revisions on the Interstate Highway between the Rogue River Interchange and the Rock Point Interchange were completed on October 22, 1962.

The signs reading "Rogue River Recreation Area Next 3 Exits" were installed on October 24, 1962.

These temporary revisions were accomplished by placing the green overlay plywood as riders over the metal signs that were already in place as outlined in your letter to this office under date of September 27, 1962.

A. E. Archibald
A. E. Archibald
Sign Superintendent

AEA:mk

cc Tom Edwards ✓

NOTED
TOM EDWARDS



RECEIVED
OCT 4 1962

FOR FILING

J-5-1(12)
5608

October 3, 1962

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage Street N. E.
Salem, Oregon

Dear Sir:

There is attached a sketch plan showing various signing revisions and one new installation.

This work would be done on two sections of Interstate Route 5; namely, the Evans Creek-Rock Point Section and the Rock Point-Seven Oaks Section. This letter is to request approval for a plans change on the basis of the attached sketch.

We are also requesting that the "ROGUE RIVER RECREATION AREA NEXT 3 EXITS" signs be approved by the Bureau as participating items. With respect to the latter sign, your attention is called to the fact that this sign should be installed in lieu of the destination distance sign currently under contract and located north of the Kane Creek Interchange for northbound traffic. The destination distance sign would be deleted from the contract and the cost thereof credited to the project.

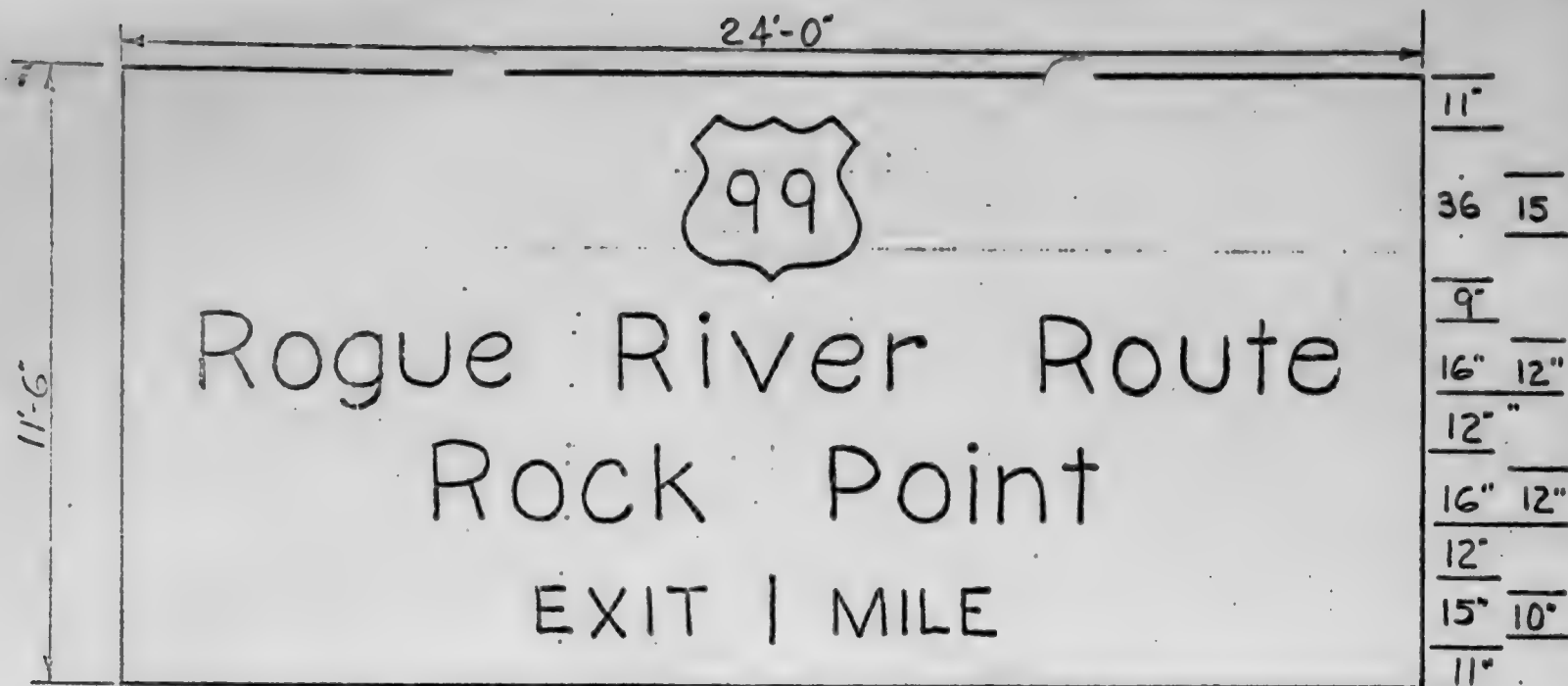
Your early attention to these requests would be appreciated.

Very truly yours,

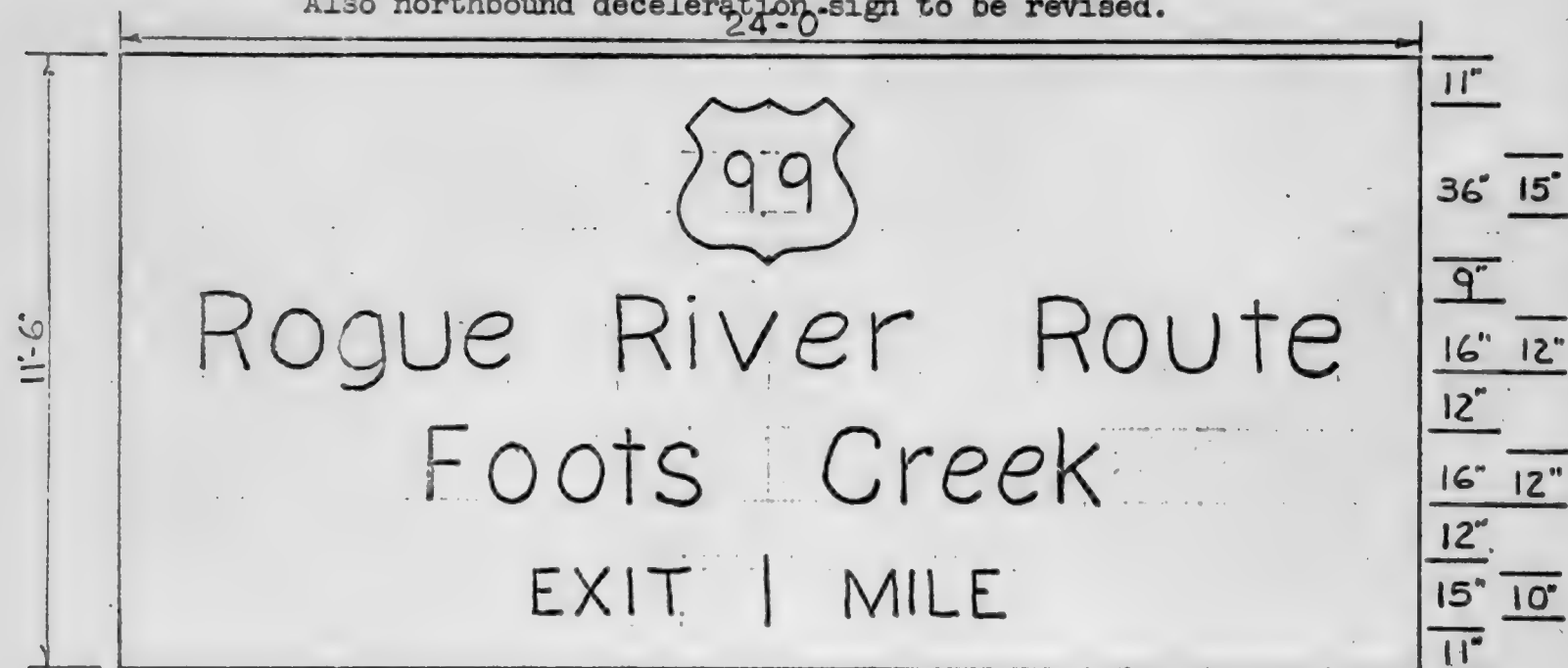
Forrest Cooper
State Highway Engineer

Attachment

cc G. S. Paxson
Tom Edwards
Victor D. Wolfe
F. B. Crandall
F. D. Morgan
W. O. Widdows
L. R. Chandler
LEG:am hlb

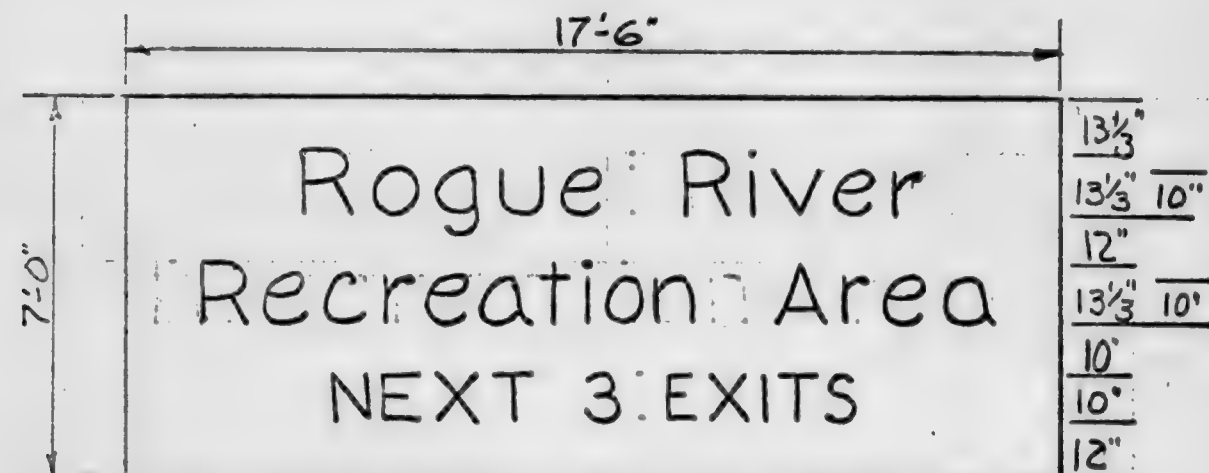


NORTHBOUND AT ROCK POINT INTER.
Also northbound deceleration sign to be revised.



SOUTHBOUND & NORTHBOUND AT HOMESTEAD INTER.

Also deceleration lane signs will be revised.



NORTH OF KANE CR. INTER.
AND NORTH OF ROGUE RIVER

Northbound sign to be installed at Sta. 94+00 on the Rock Point-
Seven Oaks Section.

Southbound sign to be installed at 635+00 on the Evans Creek-Rock
Point Section.

RECEIVED
OCT 3 1962

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
October 3, 1962

SUBJECT:

To:

I. A. DeFrance
Maintenance & Equipment Engineer
BUILDING

Request to Issue Minor Betterment
work Order
Rogue River-Rock Point Section
Pacific Freeway

Attention: E. F. Chidsey

Mr. Edwards approved, as reflected in my letter of September 27, 1962, making certain sign changes on the subject section of highway.

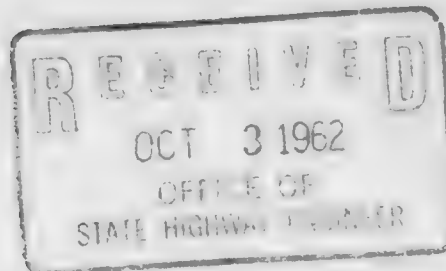
Will you please issue a Minor Betterment Work Order in the amount of \$1,500 to cover Mr. Widdows' phase of the temporary sign changes. This can be charged to the 1962 Minor Betterment Fund's "Signing Projects to be Selected".

J. Al. Head

J. Al. Head
Ass't. Traffic Engineer

JAH:am

cc: Tom Edwards
C. H. Mason
L. R. Chandler
W. O. Widdows



NOTED
TOM EDWARDS

OCT 2 1962

Honorable Wayne Morse
United States Senator
706 U.S. Courthouse
Portland 5, Oregon

JK-20

Dear Senator Morse:

This is in reply to your request of September 26 for information in regard to Miss Grooms' letter of September 7. Her letter with enclosures concerns informational signs in the vicinity of Dronte Pass, Rogue River, and Gold Hill.

As you know the responsibility for locating, designing, constructing, maintaining, and signing our Federal-aid highway systems, including the Interstate system, is vested by law in the State highway departments. The Bureau of Public Roads role in these matters is one of approval or disapproval. Application of national guides and standards for the particular conditions along a highway is a major item in our review.

Informational and other signs along the Federal-aid systems in all the States are designed according to national standards jointly developed by the State highway departments and the Bureau of Public Roads. These standards were evolved not only to gain safety and efficiency in traffic movement but also gain the maximum degree of uniformity possible across the country. The Oregon State Highway Department is utilizing the national standards for signing and marking Interstate highways which necessarily are somewhat different from those for nonfreeway routes.

Miss Grooms is following the proper course in taking up her problem with the Oregon State Highway Department. The State Highway Department is responsible for the installation of signs in conformance with nationwide standards and is the agency most familiar with their application to the specific local requirement.

We have recently received a letter concerning this same matter from Miss Grooms and have sent a similar reply to her.

If we can be of further assistance, please let us know.

Sincerely yours,

W. L. Whitton

W. L. Whitton
Federal Highway Administrator

NOTED
JON EDWARDS

Enclosures
Transmitted correspondence

NOTE: For remainder of enclosures
see ltr. dtd. 9/18/62 to
Miss Gail Grooms.

J. W. FOLEY, ARIZ. CHAIRMAN
 JOHN SPENCER, ALA.
 HENRY H. HARRIS, MISS.
 MIKE MANFELD, MISS.
 WAYNE MORSE, CALIF.
 RUSSELL B. LONG, LA.
 ALBERT GORE, TENN.
 FRANK J. LAUGHE, OHIO
 FRANK CHURCH, IDAHO
 STUART SYMINGTON, MO.
 THOMAS J. DODD, CONN.
 ALEXANDER WILEY, WIS.
 DONALD S. NICHOLSON, IOWA
 GEORGE S. Aiken, VT.
 HOMER E. CAPEHART, WIS.
 FRANK CARLSON, KANS.
 JOHN J. WILLIAMS, DEL.

United States Senate

COMMITTEE ON FOREIGN RELATIONS

CARL MARCY, CHIEF OF STAFF
 DARRELL ST. CLAIRE, CLERK

September 26, 1962

Mr. Rex M. Whitton, Administrator
 Bureau of Public Roads
 Department of Commerce
 Washington 25, D.C.

Dear Mr. Whitton:

Enclosed is a letter dated September 7, together with attachments, which were directed to my attention by Mr. Grooms of Rogue River, Oregon.

Although the problem outlined by Mr. Grooms is set forth at some length, I have gathered the impression that the gist of his complaint relates to the alleged inadequate marking of highway signs at the junction of Interstate Highway 5 and Oregon Highway 199 in the vicinity of Gold Hill, Oregon. Apparently, Mr. Grooms and his associates wish to have this highway more clearly designated as an alternate route to Grants Pass and thence south to California. They also wish to have highway signs indicating that Highway 199 is the "Redwood" highway.

In addition to the specific points just mentioned, there may be other problems relating to this case with which employees of the staff are familiar.

In view of the fact that Mr. Grooms has brought this situation to my attention I would very much appreciate your reviewing his comments and supplying me with a report indicating what, if any, action the Bureau might take to be of assistance to Mr. Grooms and his associates regarding this matter. Any additional comments or suggestions you might supply will be most welcome.

When the enclosures have served their purpose, kindly return them to me at my Portland office, 706 U. S. Courthouse, Portland 5, Oregon. Your reply can also be addressed to me at my Portland office.

Sincerely,

Wayne Morse
 Wayne Morse

WM:mm

enclosures

PR125-9

P. O. Box 282
Rogue River, Oregon
July 23, 1962
(Location 5217 So. Pacific Highway)

The Honorable Mark Hatfield
Governor of Oregon
Salem, Oregon

Dear Governor Hatfield:

This letter is written with the knowledge and the request of a group of business people located on the former U. S. 99 Highway, from the Grants Pass Junction of the Redwood Highway to the Rocky Point bridge at the Gold Hill junction. For the past few weeks we have been greatly perturbed, confused and have had a feeling of being completely left out.

Approximately two years ago at a meeting at the Court House in Medford with the County Court, the Board of Public Relations, representatives of the Chambers of Commerce, the Highway Commission, and the Mayors or representatives, from all towns from and including Ashland, to and including Grants Pass, and Jacksonville, the only exception being Gold Hill, our highway difficulties were all ironed out. All factions present were in accord and agreed to make their decision a matter of record. Their decision was that the section of highway mentioned in the first paragraph of this letter was to be marked "Redwood Highway" with a U. S. 199 shield.

Also a few months ago and before the installation of a large and very expensive sign (\$3,200 approximately), adjacent to Interstate Highway #5, just North of the Rocky Point-Gold Hill Junction, Mr. Treutle of the Myrtle Craft Studio visited you in your office regarding the permanent marking of this section of former U. S. 99. Mr. Treutle advised me in a conversation of approximately four weeks ago, that you had promised without any reservation whatsoever, that this section of the highway would be known as and marked "Redwood Highway." You called one of the highway department heads while Mr. Treutle was in your office and advised him of this decision, together with the necessary instructions. During my recent conversation with Mr. Treutle, he voluntarily offered to visit you again, if he could get an appointment with you, on his trip to Bend on the 19th of this month. Upon his return he reported that he had not found time in which to do so, hence this letter to you.

Within the last few weeks our Redwood Highway signs have been removed without any explanation to anyone in this locality that we know of. At the time they were being removed, one of the business men asked why, and also requested them to leave the signs as they were originally put up; that we were satisfied with them. There was no explanation forthcoming nor any consideration given our feelings in the matter. At that time Mr. J. A. Clithero was advised that if we would make up our minds as we wanted in the way of signs, that the highway department would cooperate. We later had a meeting with Mr. Lambert of the Medford office and requested that the signs be installed as they originally had been; he advised us that this was impossible - with no explanation as to why. After the meeting we were more confused than ever. Two or three days later a before we had time to get our group together, they installed other signs which are meaningless, as far as fulfilling their purpose. At the time the Redwood Highway signs were removed, the "gas, food and lodging" signs were up; later they were taken down, at least one I know of was lying on the ground. The last time I checked part of them were up and what status is now I cannot say.

Connecting U. S. 199 at the Grants Pass Junction over the former U. S. 99 along the South side of the river with Highway 234 in the center of the valley from Gold Hill to Crater Lake is a natural in a great many ways and there is a great attraction to the tourists and/or the vacation fishermen. As the highway

BB12570

July 23, 1962

posted now they are as confused as we are; they stop at business places in the City of Rogue River area on the old highway and to, and including the Rocky Point area and ask how they can get to the Riverside Motel in Grants Pass and also to the Grants Pass City Park, among other places. These inquiries are only a fraction of the number of inquiries we get as to how to get to the new State Park. What a waste of money if the vacationers cannot be directed to it from the Freeway. These people have already been within a block or two from where they want to go as they all seem to come from the North.

The Rogue River, the House of Mystery and I believe Crater Lake are World famous and certainly the scenery and the Oregon Caves are worth anyone's time. Many people stop in and ask the directions to these places; they are lost and no wonder. People thrill to catching fish and seeing these famous places; shouldn't we take advantage of this fact? Tourist are big business in the whole state; we need them badly - can't we at least try to make them happy and keep them that way. They are certainly not happy now.

Frankly, Mr. Hatfield, we just couldn't believe that you would not keep your promise to us. At the same time we couldn't believe that you did not know of the existing situation; we were and we are truly non-plussed. However, on the morning of the day of our recent meeting, Mr. Frank Sparks a Chevron dealer at the Grants Pass Junction on the old highway discovered that the new road maps show this portion marked as had been planned two years ago and as you had promised; and as it had been posted originally, even though it was inadequate in several respects. However, we did not think they had finished putting up the signs. We are now assured that you intended to keep your promise, (but I would say that you have been double-crossed along the line someplace); however it makes us have a good, clean satisfied feeling to know of your good intentions.

They now have signs on the old road at the Rogue Riviera exit, "Grants Pass via Frwy." We asked for signs via "river route"; but we were told that couldn't be done. Why? We believe that the people traveling these roads are entitled to select the route they wish to travel; that the signs make it easy for them to select that route and that they not be forced to travel any certain route.

People are beginning to wonder and ask if the freeways were built entirely for graft. There has been plenty of money wasted in this immediate vicinity to pay for all labor costs and more signs than we could possibly use. Everything we have asked for they tell us it can't be done. If there are laws such as this, let's take action to repeal them; we don't think there are. The turnpikes and freeways in the East and central state are well marked. The tourists and truck drivers from other parts of the country say Oregon has the poorest marked highways of all. Why?

We dislike writing you very much as you are always extremely busy, but we feel that this is a matter only you can settle. Please know that we are in no sense judging anyone in the Highway Department or any Chambers of Commerce; we are merely trying to understand them and to get back to normal. I am enclosing two new road maps.

We would appreciate hearing from you at your earliest convenience as to when we may expect to get our Redwood Highway signs back up, together with the U. S. 199 shield; also the gas, food and lodging signs erected properly. May we be assured that these will permanent and not put up and taken down according to someone's fancy?

Believe me,
Yours Faithfully,

Gail Grooms - acting secretary

Mark - Personal

Certified - return receipt requested.

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Believe me,
Yours Faithfully,

Gail Grooms - acting secretary

Mark - Personal
Certified - return receipt requested.

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OCT 8 1962

FOR FILING

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RECEIVED
OCT 1 1962
OFFICE OF
STATE HIGHWAY ENGINEER

*Supplemental
to 9/21/62*

PER MED 111 9-28 119PM

AL HEAD
TRAFFIC

MAYOR AND PRESIDENT OF CHAMBER OF COMMERCE, ROGUE RIVER, BOTH WANT
THE ROGUE RIVER INTERCHANGE INCLUDED IN THE RECREATION SIGNS.
ALSO, WOULD APPRECIATE CHANGING SIGNS TO CITY OF ROGUE RIVER. BOLT
HAD NO OBJECTION TO THE SIGN CHANGES AT HOMESTEAD

R L LAMMERT
LF

04.

AL HEAD

RECEIVED
SEP 28 1962
NOTED
TOM EDWARDS
TRAFFIC ENGINEERING

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1962

FORM 2-302-50M-1-58 48908

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon

September 27, 1962

SUBJECT: Sign Revisions
Grants Pass-Rock Point Section
Pacific Freeway

To:

W. O. Widdows
Asst. Maintenance Engineer
SHOPS

I wish to advise that Mr. F. B. Crandall and I met with Mr. Edwards on Tuesday, September 25, and reviewed with him Mr. Lammert's letter of September 20 on signing of the Rogue River Highway and other matters in the area plus Mr. Edwards' phone call of September 18 to me. We resolved that the following changes would be made -- some of which I will repeat merely for the record as I know that you are already doing them.

1. All directional signs off the freeway directing traffic to "Grants Pass" or "Medford" via the freeway would be changed to read: "To Freeway". (This change I understand you are doing this week.)
2. It is desired to change directional signing to eliminate the present message "Rogue R. Hwy." and change it to "Rogue River Route". This change, along with other changes would be accomplished at the outset so that we might expedite them by blocking out the present message with a piece of green high-density overlay with AGA letters if available -- if not, use Scotchlite cut-out letters. These changes would be made at the following locations:
 - a. Facing northbound traffic at the break point at Rock Point Interchange by adjusting the sign to read: "US99" "Rogue River Route" and "Rock Point".
 - b. At the Homestead Interchange facing northbound traffic the one-mile and breakpoint sign would read "US99" "Rogue River Route" and "Footh Creek".
 - c. The one-mile advance exit sign facing northbound traffic at Rock Point is now being fabricated by the contractor with a different message. Mr. L. E. George of this office is working with Mr. L. R. Chandler to arrange for this sign to be deleted from the contract and we will accept the letters and other material that the contractor has on hand, and you will install a new sign at this point with the message "US99", "Rogue River Route" and "Rock Point" and "EXIT ONE MILE"

NOTED
TOM EDWARDS

September 27, 1962

- d. Facing southbound traffic at the Homestead Interchange the existing advance exit one-mile and breakpoint sign which reads "US99", "Foots Creek", would be changed to read "US99" "Rogue River Route" and "Foots Creek".

There will be certain adjustments made in the position of these signs when the Valley of the Rogue State Park access and signing project are constructed. I am asking Mr. George to personally discuss this subject with either you or Mr. Archibald so that we might correlate the changes.

3. An additional sign which should be made up on high-density green plywood with AGA letters to read "Rogue River Recreational Area NEXT 3 EXITS" in a three-line message should be fabricated and installed facing northbound traffic north of the Cane Creek Interchange.

This should be installed immediately in front of the mileage distance sign. The sign facing south (or eastbound traffic) would be installed 1/2 mile in advance of the one-mile exit sign for "Rogue River". This again should be installed on plywood with AGA letters.

4. Adjust the advance exit guide signs for the one mile and breakpoint for "Rogue River" to read: "City of Rogue River" rather than the existing message of "Rogue River". This we would want done in a permanent fashion as the urgency for this change is not as great as the others.

I believe this cares for the several changes that have been agreed upon, and Mr. Edwards advised the Chamber of Commerce in Grants Pass that this work would be accomplished at an early date. Mr. Lammert is discussing the changes at Rogue River, etc., with the Mayor of Rogue River. It would be appreciated if you could expedite these adjustments. I would be pleased to discuss them further with Mr. Archibald if he so desires.

I will submit to you in the near future the sign messaging and layout for the permanent signs at Rock Point and Homestead which the State will have to install at its sole expense. These signs are 11'6" x 24' and it is Mr. Edwards' thought that you would not immediately order this material, but we would wait for a few weeks to determine if the temporary messages you are putting up are going to be accepted by the local group. By the end of October we should have the order placed for the materials for the permanent signs.

The sign for the "Rogue River Recreational Area NEXT 3 EXITS" that will be installed north of Rogue River will have to be installed by the State at its sole cost. At Cane Creek we are making arrangements to have the permanent sign installed by the contractor so that we might get Federal participation.

JAH:njc

cc: Tom Edwards

I. A. DeFrance
L. R. Chandler
R. L. Lammert
L. E. George
G. L. Clark



J. A. Head
Assistant Traffic Engineer

RECEIVED
1962

FORM E-20 80M 11-61 40220

FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 25, 1962

SUBJECT:

To: MEMO TO THE FILE

I met with interested parties concerning the signing in the vicinity of Homestead on The Rogue on September 18. The meeting was conducted by Mr. Sidney Bazett. A list of the participants is attached, together with Mr. Lammert's report.

The crux of the trouble in this area basically involves two problems. First, is the fact that all signing off the freeway directs traffic to Grants Pass and/or Medford via the freeway. I have ordered that these be changed and that the designations along the old road be made to indicate the towns of Grants Pass and Medford and that the signs directed to the freeway ramps shall say simply "TO FREEWAY".

The second problem is the development of traffic along the old road. A group of people represented are beginning to get an advertising campaign started around the theme "Rogue River Route Recreation Land". I told these people I would suggest "Rogue River Route" be used and they were agreeable.

A second name is permissible on each sign. Rock Point will be placed as the second destination on that sign, but the people were unable to decide on a second destination on the sign at Homestead on The Rogue. For the moment, "Foots Creek" will remain, but I have told the people we will change this name whenever they decide and advise as to their desire.

Mr. Widdows is currently making plywood overlay signs to make this change immediately, since it will not be possible to secure standard materials for rebuilding the signs in less than 90 days.

An additional sign was suggested to these people and will be installed. This sign will read "ROGUE RIVER ROUTE RECREATION AREA NEXT TWO EXITS". This sign will be placed immediately north of the Kane Creek exit. The number will be changed to "THREE" after the construction of the ramp for the Valley of the Rogue Park and possibly to "FOUR", depending upon the wishes of the City of Rogue River.

The City of Rogue River had previously requested that their sign read "City of Rogue River". This was denied, but I now propose to change it to avoid any confusion. I am attempting at this time to contact them to secure their approval.

TE:jw

cc Forrest Cooper
G. S. Paxson
F. B. Crandall
W. O. Widdows
L. R. Chandler
R. L. Lammert

Tom Edwards

Assistant State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Medford, Oregon

September 20, 1962

Mr. Edwards

To: MEMO to Files —

SUBJECT: Signing
Rogue River Highway

Mr Edwards, Mr Chandler and the writer were present at a meeting of a group of persons representing businesses along the Rogue River Highway between Grants Pass and Medford. Also present were Mr Bazett, Legislature; Mr Potts, Legislature; Mr Ringuette and Mr McGregor, Josephine County Commissioners.

Mr Bazett opened the meeting explaining that it was called to discuss means of action to be taken to overcome the loss of business along the Rogue River Highway south of Grants Pass. He introduced Mr J Basker, President of the Grants Pass Chamber of Commerce, who explained what the businessmen of the area were proposing to do. Namely, installation of three large signs expounding recreation and other attractions of the area - these signs to be placed on private lands - one north of Grants Pass, one south of the Redwood Interchange and one on the Redwood Highway.

Mr Edwards then took over the meeting explaining Freeway and Department policy on signing.

Item #1: The signs at the Homestead Interchange reading "Forts Creek" to be changed to a mutually agreeable designation. Mr Edwards asked for suggestions and/or comments as to type and wording of a new sign. None were forthcoming and Mr Edwards suggested "Rogue River Route", and explained that another designation was permissible on the sign. After considerable discussion, a vote was taken on "Rogue River Route" designation and passed with one dissenting vote (Mrs G Grooms). Numerous suggestions "Redwood Highway", "Oregon Caves", "South Grants Pass", "Savage Lake", etc, were made for the second designation, but they were either not permissible or the group could not agree.

Mr Edwards directed that the sign be made large enough to accommodate both the "Rogue River Route" designation and a second designation. The second message to be placed when and if agreed upon at a later date.

Item #2: The "One Mile" advance and "Exit" sign at the Rock Point Interchange to be changed to "Rogue River Route" and "Rock Point" designation added.

(I would like to recommend that the word "River" be spelled out if that be possible.)

Item #3: Signs with the message "Medford" - "Grants Pass" with arrows directing traffic to the Freeway be changed as follows:

"Grants Pass" designation to be removed and "To Freeway" be installed.

(These signs are at the Rock Point - Homestead and Rogue River Interchanges.)

Signs on 6th and 7th Streets with the designation "Medford" with arrow pointing to the Freeway be changed as follows:

The "Medford" designation be removed and "To Freeway" installed.

Item #4: Intercede with the Postal Department to make correction in the mailing addresses of those persons living along the Rogue River Highway. At present, the addresses of those people living in Josephine County are listed under "Rogue River Hwy #60" while those living in Jackson County are listed under "South Pacific Hwy". Mr Ringuette indicated that the two counties were working toward a common mailing address for the people in both counties.

This office will keep advised on the progress of this item and lend its good office if needed.

Inspection of the signing in the Grants Pass area indicated that some minor revision are in order. The overhead "Grants Pass" sign at the Redwood Interchange includes the "US 199" marker.

Trail blazer "15" route markers or "Freeway" signs to be installed directing traffic from the Redwood Highway to the Freeway. It is realized that this suggestion will not meet with approval of the residents south of Grants Pass, but is dictated by a number of complaints received due to the public being unable to find the Freeway when coming off the Redwood Highway.

The sign "US 99" hanging from the overcrossing North Grants Pass be changed to read "To Freeway".

A list of names of those attending the meeting is attached.

R L Lammert
R L Lammert
Dist Maint Supt

RLL/f
cc: I A DeFrance
W O Widdows
F B Crandall
L R Chandler
att



Louis D Ringuette	County Commission
Don McGregor	County Commission
W C Allen	Redwood Empire
Mrs A Jim Oliver	Rogue Valley Motel
Roy Pope	Town and Country Motel
Bernard Hayden	Flamingo Motel
Myron K Ball	Advertising Service
Jim Basker	President, Chamber of Commerce
Gail Grooms	Real Estate
Debbs Potts	Legislative
Alma Jo Moore	Moore Motel
The Ellingsens	Garden Plaza Motel
Sid Bazett	Legislative
R L Lammert	Dist Maint Supt
Tom Edwards	Asst State Hwy Engr
L R Chandler	Div Engr

RECEIVED
SEP 11 1962

NON FILING

SEP 18 1962

Max Vail Woods
Box 162
Rogue River, Oregon

32-20

Dear Max Woods:

Thank you for your letter of September 7 with enclosures concerning informational signs in the vicinity of Grants Pass, Rogue River, and Gold Hill. The details you furnish help to make clear the conditions along the section of highways about which you are concerned.

The responsibility for locating, designing, constructing, maintaining and signing our Federal-aid highway systems, including the Interstate system, is vested by law in the State highway departments. The Bureau of Public Roads role in these matters is one of approval or disapproval. Application of national guides and standards for the particular conditions along a highway is a major item in our reviews.

Informational and other signs along the Federal-aid systems in all the States are designed according to national standards jointly developed by the several State highway departments and the Bureau of Public Roads. These standards were evolved not only to gain safety and efficiency in traffic movement but also gain the maximum degree of uniformity possible across the country. The Oregon State Highway Department is utilizing the national standards for signing and marking Interstate highways which necessarily are somewhat different from those for non-freeway routes. Under these circumstances, it is suggested that you request them to fully inform you as to the national basis for signing as applicable to your conditions.

You may be sure that the Bureau of Public Roads will be pleased to review any revisions in signing the State Highway Department might propose in the area your interest lies. In order that our field offices having jurisdiction in Oregon may be informed, copies of your letter, enclosures, and this reply are being provided them.

Sincerely yours,

MAX W. WHITTON

Max W. Whitten
Federal Highway Administrator

NOTED
COM EMMERS

Box 262
Kogue River, Oregon
September 7, 1962

Federal Bureau of Public Roads
Washington, D. C.

Gentlemen:

The enclosed copy of a letter to Governor Hatfield is self-explanatory, which letter he did not even acknowledge. We wrote him a second letter asking him to advise us of his stand in the matter and he referred us to your department.

We enclose copy of an article which appeared in the August 19, 1962 issue of the Medford Mail Tribune and our answer thereto, which we are attempting to get before the public and to the attention of someone in a position to help us straighten out these difficulties permanently. There seems to be some one in the top echelon in the State Highway Department who continually says "No" to any suggestions our group makes - why?

Our group is represented by businesspeople of all types and all registered voters from the South Grants Pass Highway 199 junction following the highway south of the river to the Rock Point bridge just south of the Town of Gold Hill and continuing through Gold Hill, as shown on the enclosed 1962 Standard and Shell Oil Company maps as Highway 199. Gradually other maps are being distributed showing the same route for the highway.

The names attached to our reply to the Medford Mail Tribune article is only a small portion of the people actually represented in these localities, but we endeavored to get a good representative group, rather than to see how many names we could procure. We ask that you please treat these names confidentially as we do not care to let them fall into the hands of any Chamber of Commerce, for obvious reasons.

We shall greatly appreciate hearing from you at your earliest convenience.

Yours very truly,

Gail Croome
Gail Croome - Acting Secretary

Rogue River, Oregon
August 21, 1962

The following refers to and is in answer to the article "Scenic Route Businesses Trying to Attract Tourists Off Freeway" appearing in the Medford Mail Tribune, Medford, Oregon, under date of August 19, 1962, written by Mr. Jim Frake. Mr. Frake did a very good job with the information apparently given him; but his article is made up of half-truths only. Now that the article did appear, our group feels perfectly free to acquaint the officials, the tourists and the public in general with the truth. To get a true picture of any question it is necessary to get both sides of the story, which we are sure a great many people are not familiar with. We are not trying to attract tourists off the freeway at this time, we are trying to regain that which is rightfully ours, that which was given us, that which we had and which was taken away from us without any plausible explanation whatsoever.

Some of the group met with one of the State Highway men out of the Medford office who had to do with the removing of the Redwood Highway sign close to the Hook Point-Gold Mill exit, but he would give no explanation either at the time. It was later stated in the paper that the signs were changed for the convenience of the public; if they could hear what most of the public and the tourists say they would be convinced that they made an error.

Approximately two years ago at a meeting in the Court House in Medford with the County Court, the Board of Public Relations, representatives of the Chambers of Commerce, the Highway Commission, and Mayors or representatives from all towns, from and including Ashland and Jacksonville, Phoenix, Talent and Rogue River, the only exception being Gold Mill, our highway difficulties were all ironed out. All factions present were in accord and agreed that their decision should be made a matter of record. Their decision was that the section of highway South of the river from the Grants Pass Junction to the center of Gold Mill connecting with Highway 234 to Grater Lake and thence to the freeway (#5) just South of Gold Mill should be known and designated as Highway 199, also known as the Redwood Highway. Josephine County (Grants Pass) also had a meeting at approximately the same time, and as far as is known there has never been any indication of any disagreement with this decision, until recently.

I am enclosing two recently distributed Oregon maps showing date of 1962; these are put out by two of the biggest oil companies. These maps show Highway 199 South of the river from Grants Pass Junction to the center of Gold Mill and connecting with Highway 234. One of these oil companies has replaced these maps in their stations with the old 1960 maps, saying they have no new ones. The other company has not taken theirs out of circulation; there may be other companies distributing the 1962 maps, they haven't been checked. The H. M. Gausa Company of Chicago and San Jose who printed these maps, did not make these changes in the maps from the 1960 version without instructions from a State Department, which we believe proves our point.

This section of highway has been a football (we believe local political) for the past three or four years; it has been known as South 99, South Pacific Hwy., Redwood Hwy. and Rogue River Hwy. It has a beginning at Hook Point bridge, near Gold Mill, but apparently has no ending; it is not shown on any map and has never existed in this locality until

the Redwood Hwy. sign was taken down rather recently.

A few months ago before the installation of the large sign shown in the lower left-hand corner of the page, the Rogue River Businessmen's Association sent a representative to Salem to confer with the Governor regarding the permanent marking of this Section of the Highway, in other words to recheck on the original decision. This representative and the people who instigated this association advised us personally that Mr. Hatfield promised without any reservation whatsoever that this section of highway in question would be permanently known and marked as Redwood Hwy. with the 199 shield. This representative also advised us that Mr. Hatfield called an official of the Highway Department, we believe a Mr. Parker, and informed him of the decision he had given the representative with instructions to follow through with it and also that it was not to be changed by anyone. The representative remarked that he was surprised to hear Mr. Hatfield talk in such a very decisive manner.

We wrote Mr. Hatfield on July 23, reminding him of the outcome of the meeting of approximately two years ago in Medford and of his promise to the Rogue River Businessmen's Association. To date we have not had the courtesy of even an acknowledgment. We have again written him asking his opinion and his stand in the matter.

Someone suggested we talk to Mr. McMahon of the Grants Pass Chamber of Commerce so we called him on the telephone. Mr. McMahon made the following statements which you can digest for what you think they are worth: He informed us that the Redwood Hwy. as such does not actually exist; however we believe that past and present usage refutes that statement, although it is shown on the maps as Hwy. 199. Mr. McMahon was rather vehement in his statement that no part of Jackson County could ever have any part of the Redwood Hwy. or 199. We asked him why and he informed us that Jackson County had failed to join an organization years ago that Josephine County had wanted them to join. Mr. McMahon is rather new with the Chamber; can it be that these old worn-out prejudices are brought out and aired with instructions from some place in the background to each new employee of the Chamber, thereby hamstringing that employee from doing a truly good job on his own. During his conversation he said that 'they' were going to erect a sign "South Grants Pass" at the end of the North exit at Rogue River (City of), with an arrow directing traffic to the South side of the river. We requested him not to place the sign there but to place it at the Rock Point exit with the addition of "via River Route" so that the tourists would have the choice of taking the river route to Grants Pass and Crescent City if they desired to do so. We also pointed out that the business people on the highway south of the river between Rogue River bridge and Rock Point and also Gold Hill already have or will contribute their share of dollars the same as the people who are apparently disrupting the efficiency of the highways by their sign juggling, to the building of these same highways. These people should have the same consideration as anyone else. Southern Oregon invites, by advertising, people to come here and live and to bring in new businesses; don't we owe them a little more than some of them are receiving? Mr. McMahon's reply was that he was not interested in these people; and in marking the highways they should not be considered.

The sign at the City of Rogue River exit was not put up, but a couple of days later the highway shield '199' was placed at rather close intervals up Seventh Street in Grants Pass to Morgan Lane (the North end of town) and back down Sixth Street to the 199 junction. However; at that

Page 33, Answer to article by Jim Frake, Medford Mail Tribune under date of August 19, 1962.

time there was no sign directing traffic over to Sixth Street; a stranger would be non-plussed. Rather a sad ending for such a beautiful highway. Highway 199 as shown on the enclosed maps is a natural and not confusing to anyone.

Grants Pass is hard-pressed at times to take care of their own traffic on Sixth and Seventh Streets; it has always and is still known as a bottleneck. We find through the Grants Pass City Engineer's office that Seventh Street from curb to curb is (36) thirty-six feet wide with parking on one side, which reduces the street to two lanes with many traffic lights. Sixth street is 56 wide from curb to curb with parking on both sides, with the same amount of traffic lights. The highway South of the river is 60 feet wide, with two traffic lanes which could be increased easily, with no traffic lights. Which would you rather travel? The biggest percentage of the 199 highway West of Grants Pass is two lane not too far from the Oregon-California border. Recent developments indicate that traffic to Central Point and Medford off Highway 199 is to be directed THROUGH Grants Pass, up two-lane Seventh Street; which only adds to the confusion, and slow travel.

The tourists, not all of course, but a great many of them are angry and confused. They have come from the North over the freeway and arrive at the Rogue Riviera, Homestead on the Rogue or some other place of business and even inquire at private homes, as to where in Hades they are and how to get where they want to go. This also happens off the Rogue River exit. Some are inquiring as to how to find the Riverside Motel, the Bridge Motel and a great many times the City of Grants Pass Park. I am quite sure that there are people whom you could not convince that not all people want to travel the freeway; they inquire if they can go to Grants Pass and Crescent City on the highway South of the river; there are no signs to guide them in this respect. The general opinion is that the tourists and vacationers are not given too much consideration; regardless of which way they are traveling or where they want to go they are forced to go through Grants Pass; because as of now there are no other signs to indicate otherwise. I wonder why Canyonville and Roseburg do not direct their traffic down through their business district. Sounds silly doesn't it; but at least they would not have to back-track.

The Rogue River is world-famous; advertising made it so. If we can believe history there was quite an advertising campaign put on early in the 1900's. Pears, prunes and gold mines were in the top bracket. People from England and Scotland and many of the Eastern states make quite a trek into Southern Oregon. They were thrilled with the potential and beauty of this part of the country and the Rogue River received its share of the acclaim; so much so that they changed the name of Hoodville to Rogue River. Crater Lake, the House of Mystery and we believe the Oregon Caves have been written up in National magazines. The vacationers want to see these places; they are thrilled to fish in the Rogue River, to experience the weirdness of the House of Mystery, of seeing the austere beauty and grandeur of Crater Lake and the unusual beauty of Oregon Caves. We are extremely fortunate in having so many beautiful and interesting places closeby; we, as a whole, should forget all petty grievances, work together as a whole and make the most of our good fortune tourist-wise and should bend every effort to see that there is easy access with the least possible confusion to all these spots. If the vacationers spend time going miles out of their way and back-tracking to get where they want to go, they become disgusted and disgruntled and in many cases finally decide that they can take no further time to visit these

Mr. McMahon emphasized the fact in the above-mentioned article that there are only one or two motels outside the down-town district that are members of the Chamber of Commerce. Personally most of us feel that we do not care to belong to an organization that forces one to treat their fellowmen in this manner, whether they are members or not.

We want to sincerely thank Mr. Jack S. Kaufman of the Motel Del Rogue near Grants Pass, for being concerned about the 'Small Guy.' In all our contacts outside our own group, this is the first time we have come in contact with any one having the true Democratic and Christian-like point of view. Orchids; the most beautiful ones to you, Mr. Kaufman.

The 'Foots Creek' sign shown in the upper right hand corner of the page with the notation below of "Adequate?" is somewhat half-truth. Certainly this sign is adequate for Foots Creek, but what would a vacationer find at Foots Creek proper? A small gas station, a neighborhood grocery; there is no restaurant - there are some cabins that we do not believe are used as a motel. The road up Foots Creek is like any other creek road; people, quite a number of them, live on this road. The only unusual things a vacationer might find up that creek road would be a large spring full of watercress and well-inhabited den of rattlesnakes in the old Sullivan Lime Company quarry. True, traveling either way from Foots Creek one would find food and lodging. Almost every one asks, especially after the removing of the Rock Point and other signs, why the Foots Creek sign? Who knows?

Referring to the last paragraph of the article, it is not the opening of the freeway that is bothering us; it is the selfish greed, power politics and the un-Christian like manner to which we are being subjected.

We want signs reinstated as they were originally erected and in number at the exits and on the highway South of the river, to efficiently direct the vacationers to any place they may want to go without the confusion and ill feeling that now exists. We want signs that will be fair to all people, not a favored few. We would like signs South of Gold Hill on the freeway directing traffic via Hwy. 199 to Crater Lake, the House of Mystery and the Valley of the Rogue State Park, which the vacationers truly cannot find now, due to the present placing of the Valley of the Rogue State Park signs. Why should the people pay for such beautiful projects and then have them hidden, so to speak, from the public which is the only way you can express the situation as it now is. The people are again beginning to wonder the the freeways are built for the public in general or for the benefit of the contractors and some of the politicians money-wise.

We wish also to register a complaint against having Winnenucca-to-the-Sea a State Highway routed over #5, an SO or 90% Federal Highway. We believe the highway South of the river is the shortest and most logical route; at least there should be signs on the freeway that would allow the public to make their own choice and not force them down through the Sixth Street bottleneck and traffic lights in Grants Pass. There are other obvious reasons contained in this letter.

We, the undersigned have read the foregoing and we understand it to be in answer to the article written by Mr. Jim Frake in the Medford Mail Tribune under date of August 19, 1962. We understand too that it

Page 15- Answer to Article by Jim Frake, Bedford Hall Tribune under date of Aug. 19, 1962

and
together with enclosures will be sent to individuals/or departments that
we deem are in a position to be of assistance and we hereby give our con-
sent;

[illegible]

Bentley Myers M-A Apts Court House Santa Fe.
C. H. Smith - City's Main St. Santa Fe.
B. L. & J. W. C. U-Store Santa Fe.

The following is a list of the names of the persons who have been appointed to the various positions in the County of ...

Mrs. J. C. [illegible] Hotel [illegible]
[illegible] [illegible] [illegible]

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SEP 17 1962

FOR FILING

1

Salem, Oregon
September 14, 1962

Tom Edwards
Assistant State Highway Engineer
OFFICE

Chairman Jackson called me on September 13 and stated that Sidney Bazett was in his office with a delegation protesting the signing in the Grants Pass-Gold Hill area.

One major objection seemed to be the designation for Footh Creek. I am inclined to agree that this is a bit odd and probably should be looked into.

It is Chairman Jackson's wish that we hold a meeting sometime during the week of September 17, to be arranged by Mr. Bazett, to discuss the matter of signing. I attempted to contact Mr. Bazett by telephone this date but he was out of the office.

While I realize that this may conflict with the Commission's trip, I wish to arrange the meeting at Mr. Bazett's pleasure and I want you to be present. I suggest that you discuss this with me as soon as convenient.

Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Pearson
Victor D. Wolfe

RECEIVED
SEP 11 1962
FORM E-30 SOM 8-62 43908

FOR FILING

7-5-1(19)44
5668

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
September 11, 1962

SUBJECT: Request of A.A. Williams
Sign Revisions
I5, Vicinity Rock Point

To:

746
Tom Edwards
Asst. Highway Engineer
BUILDING

TE 746

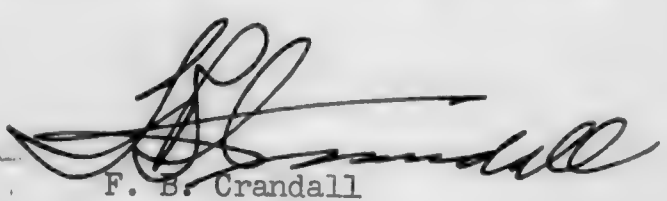
I have about run out of variations in drafting up acknowledgements to Mr. Williams. You are well acquainted with the repeated complaints, suggestions, etc., emanating from these people, and it is the story of the broken record, or the needle is stuck, or something.

I talked to Glen Clark first-hand following the most recent meeting with interested people, and he assures me that we have everybody pretty well satisfied, except for Williams.

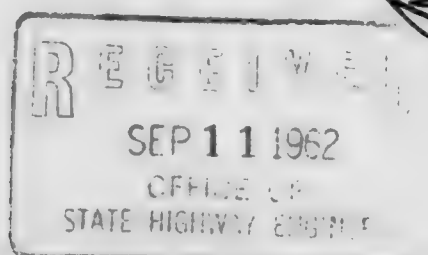
Regards the "Gas - Food - Lodging" sign on the mainline, it is standard practice and in accord with the book to install the sign as a rider on the advance exit sign only — no duplication of this sign on the begin decel directional sign. In the case at hand, we did as a temporary proposition have a "Gas - Food - Lodging" sign on the begin decel sign pending installation of the permanent advance exit sign which was installed by contract. With the completion of this latter, we have removed the temporary facilities sign initially posted at the begin of the decel.

The basic idea of putting the facilities sign on the advance exit sign I believe is sound in that with the high speed it gives motorists the time to decide whether they want to take advantage of the accommodations available at the up-coming exit.

I asked Glen Clark regarding the "small facilities sign" suggested by Mr. Williams, and he indicated it was similar to the ones previously submitted which are non-standard, contain so much copy it would be impossible to get them on a reasonably sized signboard with sufficient letter height to be legible without the motorist stopping to park to read it.


F. B. Crandall
Traffic Engineer

FBC:njc
Attachment



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September 11, 1962

TE 746

Mr. A. A. Williams
Box 171 - Route 1
Gold Hill, Oregon

Dear Mr. Williams:

This will acknowledge your most recent letter of September 7 in regard to signing in the vicinity of the Rock Point Interchange and your dissatisfaction with the recent conference on the matter at which Mr. Glen Clark of our Division Office was present as well as other individuals concerned.

The recent meeting with Mr. Clark was one of many which has been held and wherein we feel we made a sincere effort to accommodate the wishes and desires of the majority of people concerned within the framework of established policies with respect to highway signing. Mr. Clark, in reporting on this most recent meeting, indicates that the majority of persons in attendance and those concerned are satisfied with the signing as now prevails and as has been revised from time to time. We cannot accommodate further ~~the~~ with specific requests as contained in your recent letter, and Mr. Clark has repeated once again the reasons therefore.

Very truly yours,

FBC:njc

cc: Forrest Cooper
G. S. Paxson
F. B. Crandall
L. R. Chandler
G. L. Clark

*do not
answer*

Attn:

Sept 7 - 62

Mr. Tom Edwards
Oregon State Hi-way Dept.
Salem Oregon.

Gold Hill Oregon
Box 171 Rt 1
Sherwood Hotel on the Rogue

Dear Mr. Edwards:

Your letter of Sept 5th (inst) received in relation to our meeting with Mr. Glen Clark on the signing at the Rock Point Interchange, we are forced to inform the Hi-way Dept that the results from this meeting was not satisfactory & was more of a flop than beneficial to us it seems that Mr. Clark had more oppositions to what was beneficial to the motels & other business in this area they couldnt do this, or couldnt do that. so the final results were not satisfactory at all.

first Mr. Clark stated the gas food & Lodging sign attached to the Rogue River Hi-way 99 sign at the Rock Point Interchange would be removed and eliminated, now this we can not accept, this gas food & Lodging sign has to be there it must be larger than the off color printed sign that is there now and must be reflectorized.

This must be in addition to the one 1 mile back which many of the tourist fail to see at the high speed traveled, the sign at Rock Point Interchange has to inform the traveler what there is for him to pull off the freeway for it has to be larger wording so it can be read at a

2

farther distance, we are just not getting any travel through our area at all & there must be something done about it. I printed a small facsimile sign and showed to Mr. Clark that we wanted placed at the foot of the Ramp facing the travel coming through Gold Hill that turns onto the Freeway at this point because there is nothing there to inform them there is tourist facilities - wait ahead on 99 and will take them through Grants pass to Portland and to the Oregon Caves. This sign would I shunted a lot of travel through our area but Mr. Clark turned it down.

Why is there so much opposition to signing that will give the tourist easily understandable information and that will bring us business in this area, doesn't the Highway Dept have any consideration as to the financial loss to us all here on 99 Highway, the signing we are asking for is not phony or unreasonable but good easily understood information that will benefit everyone in the tourist field.

Waiting satisfactory answer to this situation

R.S.

Yours Very Truly

The state Highway Dept has failed

in proper signing to give the

Mr & Mrs A. Williams

tourist the easily understandable

information they are asking

Sherrard Pratt on the 11 Aug.

for this comes from the tourist themselves.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 14, 1962

SUBJECT:

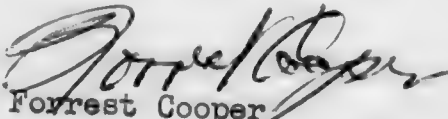
To: Tom Edwards
Assistant State Highway Engineer
OFFICE

Chairman Jackson called me on September 13 and stated that Sidney Bazett was in his office with a delegation protesting the signing in the Grants Pass-Gold Hill area.

One major objection seemed to be the designation for Footh Creek. I am inclined to agree that this is a bit odd and probably should be looked into.

It is Chairman Jackson's wish that we hold a meeting sometime during the week of September 17, to be arranged by Mr. Bazett, to discuss the matter of signing. I attempted to contact Mr. Bazett by telephone this date but he was out of the office.

While I realize that this may conflict with the Commission's trip, I wish to arrange the meeting at Mr. Bazett's pleasure and I want you to be present. I suggest that you discuss this with me as soon as convenient.


Forrest Cooper
State Highway Engineer

FC:fn

cc G. S. Paxson
Victor D. Wolfe

NOTED
TOM EDWARDS

RECEIVED
SEP 6 1962

FOR FILING

Cross Referenced To:

Maint.
Traffic
Ed. H. H.
Dev.

September 5, 1962

704
599
636
637

Mr. and Mrs. A. Williams
Sherwood Motel on the Rogue
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. and Mrs. Williams:

Your most recent letter concerning the signing at the Rock Point Interchange was apparently mailed immediately prior to the meeting which you and people in your community held with Mr. Glen Clark, our Division Traffic Engineer from Roseburg.

Apparently, this meeting has solved many of the misunderstandings concerned with signing in this area. We are expecting certain recommendations from Mr. Clark based on your meeting that will meet the approval of the majority of your group.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
G. S. Paxson
F. B. Crandall
L. R. Chandler - Attach.
G. L. Clark - Attach.

LEG:am jw

Attor:

Aug 23-62

Mr James Edwards

Assistant State Highway Engineer

Oregon State Highway Dept

Salem Oregon

Gold Hill Oregon

Sherwood Motel on the Rogue

Box 171 Rt #1

RID

Dear Mr. Edwards:

Your letter of the 22nd (inst) in answer to my letter of the 17th (inst) you state you are somewhat disturbed of my statement that the gas-food & Lodging sign has never been erected at the approach to the Rock Point interchange, if you are disturbed what do you think we are over this sign not being put up there which should of been a year ago, it seems we are spending a lot of time & effort trying to get you Mr. Edwards and the rest of the Highway Dept to understand the facts about this signing. Now to start with this picture print you attached showing Rock Point is no longer there & was removed some time ago, you state the photograph was taken recently, you are wrong on that also, for it was removed some time ago & the sign Rogue River Highway US 99 put up in its place but the old original gas-food & Lodging was put back up, which is small & off color with only painted letters not reflectorized & can not be seen, Now this gas-food & Lodging sign was to be replaced with a larger sign with reflectorized larger letters and it has never been done.

and why you cant understand this as many times as I have explained it to you, as I explained in my letter of the 17th the Hiway Dept put up this type of sign 1 mile back with nothing else on the post to explain where these accommodations are, please tell me does this make sense about 1/2 mile west of the Rock Point interchange. You have this type of sign for Fools Creek. in fact everywhere except for us along here, we would like to know why this continued discrepancy.

The only way we get any business at all is where the tourist inquires at the gas stations in Medford where they can find a motel accommodations and they are directed out here we ask them if they seen any Lodging sign directing them over here off the freeway and every one of them state they never seen any at the turn off at the approach to the interchange, How long do you think we are going to stand for this and sit here and go broke, the proper signing should of been put up a year ago. there also has to be a gas-food & Lodging sign put up at the bottom of the Ramp facing East on the Hiway coming from Gold Hill & Crater Lake over 234 there is a lot of travel coming from there and they ~~all~~ all turn onto the freeway as there is nothing there to show them there is Motel accommodations straight ahead on 99

You stated in your former letter & also in this letter of the 22nd you were sending a representative here to get this

straitened out, but he has never shown up to this date, & here the travel season will soon be over and we sit here holding the bag all summer - the result of the Hiway Dept continued inconsistency & neglect and failure to erect proper signing to inform the traveling public where they could find Motel accommodations - food & gasoline along 99

Medford and Grants pass ^{Motels} fill up continuously and we along 99 along the Rogue River get peanut shells because the Hiway Dept has failed in their obligation to the traveling tourist and the Motels - gas stations & eating places that serve the traveling public that the state has spent the taxpayers money ^{advertising} to get them to come to Oregon as it is you will find them packed along the Hiway & in the rest areas sleeping in their cars not knowing there is a lot of Motels empty along the Rogue river on 99 because of improper signing. some of the Motels have went broke & closed up also eating places had to close if this is not corrected at a very early date all the business places on this stretch of 99 will have to contact the Governor personally and lay the facts before him, there is no reason why the Complete sign 1 mile back ~~can~~ can not be erected at once also, awaiting prompt reply & action

Yours very truly,

The Photostat picture you sent Mr & Mrs A. Williams is the place we are talking about

RECEIVED
SEP 5 1962

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon

September 5, 1962

5608

To: W. O. Widdows
Ass't. Maintenance Engineer
Highway Shops

SUBJECT: Installation of Truck Speed Signs
Rock Point to Seven Oaks Section
Seven Oaks to Jackson Street Section
Interstate 5

The two construction sections mentioned above on Interstate Route 5 will require the installation of "TRUCK SPEED 50" signs at such time as the projects have been accepted from the contractor. As the signing portion of the two contracts did not require the installation of these signs it is requested that at such time as the projects have been accepted from the contractor the truck speed signs be installed at each location where there appears a "SPEED 70 MILES" sign.

Would you please care for this installation when possible and notify both this office and Mr. Edwards' office on completion of the work.

Original Signed by
F. B. Crandall

F. B. Crandall
Traffic Engineer

LEG:sm
cc: Tom Edwards

NOTED
TOM EDWARDS

RECEIVED
SEP 5 1962
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 4 1962

FORM E-30 ROM 2-61 24397

FOR FILING

5608

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Sept. 5, 1962

Copy in 5034

SUBJECT: Evans Creek-Rock Point Section
Pacific Highway
Contract 5834

To: Tom Edwards
Assistant State Highway Engineer
Salem, Oregon

Herewith report from Glen L. Clark, Division Traffic Engineer, on the signing meeting which he held recently with residents of the area between Rock Point and Homestead bridges. Mr. Lammert, District Maintenance Superintendent, was also present.

While Mr. Clark is somewhat optimistic about satisfying these people, it is my belief that a few of them will never be satisfied until they are prosperous, which was not necessarily the case before the opening of the freeway.

Mr. Clark advised them that the "Gas, Food and Lodging" temporary sign would be removed; that a sign with a message "Rock Point" would be placed, and that one fingerboard could be installed. I believe this was the proper approach and recommend that these be done.

L. R. Chandler
L. R. Chandler
Division Engineer

LRC:ds
encl.
cc: Glen L. Clark



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

August 31, 1962

To: L.R. Chandler
Division Engineer
OFFICE

SUBJECT: Signing Meeting
Evans Creek-Rock Point Section
Pacific Highway - North of Medford
Contract No. 5834

As instructed by several letters, particularly a letter dated August 22, 1962 to Mr. and Mrs. Williams, I set up a meeting of local residents living adjacent to the Rock Point Interchange, to discuss their signing complaints. Attached is a list of those attending this meeting held in Medford, Wednesday August 29, 1962 at 10:00 AM. Mr. Lammert, DMS Medford, also was present.

The first item was presented, was the addition of the message "Rock Point" as outlined in a letter dated August 17, 1962 to Governor Hatfield from Mr. Forrest Cooper, State Highway Engineer. The group pleaded for our going ahead with the exception of Mr. Williams. I stated that this change would be made as scheduled in view of their nearly unanimous request.

The next item requested was that the temporary "Gas, Food, Lodging" sign at the off ramp for northbound traffic (sign number 3) be retained. I explained that it was a policy to place such signs only on the advance sign and was placed here temporarily due to the conflict with a construction project to the south of this interchange. I stated that this "Gas, Food, Lodging" temporary sign would be removed.

Considerable time was then devoted to the discussion of their request that finger boards be added stating "Grants Pass via US99" at the northerly intersection adjacent to sign number 13, facing northbound traffic leaving the freeway and westbound traffic from Gold Hill. I indicated that all traffic approaching this interchange would be directed to Grants Pass by way of the freeway. I conceded that those motorists having left the freeway northbound would not be confused by such a sign.

It is my opinion that if we proceed with the anticipated addition of "Rock Point" to the two signs (number 3 and the one mile advance sign) and install a single finger board as discussed and shown on the attached drawing, we would satisfy the complaints of the local residents without sacrificing our standards.

Glen L. Clark

Glen L. Clark
Division Traffic Engineer

GLC:lf
Attach.

RECEIVED
AUG 27 1962

FOR FILING

August 22, 1962

Mr. and Mrs. A. Williams
Sherwood Motel on the Rogue
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. and Mrs. Williams:

I wish to acknowledge receipt of your letter of August 17.
I am dispatching a representative to the area to see you.

I am somewhat disturbed by your statement that the "Gas -
Food - Lodging" signs have never been in place. I attach a print
of a photograph of these signs taken recently. Is this the loca-
tion to which you refer?

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

TE:jw

Attachment

cc/encl. Forrest Cooper
G. S. Paxson
F. B. Crandall
L. R. Chandler
G. L. Clark



Aug 17th 1962

Attn:

Mr. Tom Edwards
Assistant State St. W. Engineer
Oregon State Hi-way Dept
Salem Oregon.

Gold Hill Oregon
Sherwood Motel on the Rogue
Box 171 Rt. 1.

Dear Mr. Edwards:

Your letter of Aug 16th at hand in answer to our letter of July 23rd. when we wrote you suggesting the 1 mile advance sign read Rock Point interchange 1 mile. Exit to Hi-way 99 north. we did not know you were going to erect a large sign to read U.S. 99 Rogue River Hi-way Exit 1 mile with a rider GAS-FOOD & LODGING at this advance point, this will meet our approval Mr. Edwards and we do not believe it would be a very good policy to add Rock Point interchange to these signs as it would be too much to read at 70 miles per hour and would also lead the tourist to think the gas-food & Lodging was at Rock Point putting things right back where they were before and was causing a lot of mix-up & misleading, we had several tourist at that time tell us they were led to believe the tourist facilities were at Rock Point & got all twisted up & lost. so we ask that you drop Rock Point completely from the sign boards and use U.S. 99 Rogue River Hi-way Exit 1 mile. Leave the Rock Point off of both boards just drop it entirely, as the sign you state will be

2

Erected at the 1 mile advance post reading U.S. 99
Rogue River Hi-way Exit 1 mile GAS-FOOD & LODGING
will be OK. sorry we did not know you were planning this sign.
Now please listen to this. You say in your letter that
there has been a 4'x8' Rider sign with 10" white letters
Reflectorized on a blue opaque back ground erected on
the U.S. 99 Rogue River Hiway sign post near or approaching
the Rock Point interchange.

May we inform the Hi-way Dept. there is not and never
has been any such Rider sign erected at this point
The sign you speak of is erected on the Post 1 mile back
GAS-FOOD & LODGING Reflectorized that is all that is on the
post it don't say where these accommodations can be found
The sign men has just put it in the wrong place
as you state the signs at the 1 mile advance will be
erected when that part of the Hi-way is completed
You better get after the sign men & have them move
it up to sign post where it is supposed to be as soon
as possible; they put up the old off color small sign that was
original there with small painted letters not Reflectorized; what tourist
we do get, tell us it is the poorest invisible sign information they
have ever seen, we trust you will correct this immediately
we will be looking for Mr. Alan L. Clark in the near future, perhaps we can
get this all straightened out

Very truly yours

Mr & Mrs A. Williams

P.S.

see enclosed letter we are returning)
To you

We are returning herewith a letter
you have written to Mrs R. L. Hirst
Secretary Yachits Chamber of Commerce
Yachits Oregon

you must if you get it in with our
letter of the same date
so you can forward it on to her

Re-written & sent
8-21-62
JW

A. Williams
Shenwood Hotel
Gold Hill Oregon

RECEIVED
AUG 20 1962

FOR FILING

August 17, 1962

6-1
637
519

Honorable Mark O. Hatfield
Governor of Oregon
State Capitol Building
Salem 10, Oregon

Dear Governor Hatfield:

We attach a suggested rough draft to Mr. Darrell Ross and Mr. P. J. Rasmussen of Gold Hill, who have written to you concerning the signing at the Rock Point Interchange in the vicinity of Gold Hill.

We have had a continual stream of requests to change the signing in this area. The basic desire of the people along the old highway from Rock Point westerly to Grants Pass is, of course, that all traffic be directed along the old route. We cannot, in good conscience, do this since the factors of travel time, safety, and general public benefit must also be considered.

As explained to you previously, public hearings were held in the area and the consensus of opinion determined prior to installation of signs and sign messages. The project was then programmed with the Bureau of Public Roads and by one of its rules revisions are not eligible for Federal participation. We have made one change at a cost of approximately \$1,700 and are agreeable to making a second change, which will cost an additional \$1,700. We are sending a representative to the area to contact the people to determine if this last change; namely, the addition of the name "Rock Point" to the existing signs at that interchange, will be to their satisfaction.

Very truly yours,

Forrest Cooper
State Highway Engineer

Attachments

cc G. S. Paxson
Tom Edwards
Victor D. Wolfe
F. B. Crandall
L. R. Chandler

TE:jw hlb

SUGGESTED DRAFT FOR THE GOVERNOR'S CONSIDERATION
August 17, 1962

Mr. Darrell Ross
Ross Welding & Automotive Shop
Route 1, Rogue River Highway
Gold Hill, Oregon

Same letter to: Mr. P. J. Rasmussen
(In answer to Rassy's Union Station
his letter of Route 1, Box 163
July 24.) Gold Hill, Oregon

Dear Mr. Ross:

I received your letter of July 25 requesting additional signing at the intersection of the Rock Point Interchange overcrossing connection with the old highway.

Mr. Forrest Cooper, State Highway Engineer, has advised me that he has received other requests for placing a sign directing traffic to Grants Pass and Rogue River at the subject location, and that he has requested Mr. L. R. Chandler, Division Engineer, to have his representative contact all the people in the area and discuss with them once again exactly what the local people desire.

Mr. Cooper advises that he was of the opinion that the signing had been adjusted in accord with the desires of the people in the area. I assure you that the Highway Department is most reasonable and sympathetic to your desires and its representative will contact you and others in the area in the immediate future.

cc G. S. Paxson
Tom Edwards
Victor D. Wolfe
F. B. Crandall
L. R. Chandler

JAH:njc hlb

Ross Welding and Automotive Shop

Route 1, Rogue River Highway
Gold Hill Oregon.

Hiway

July 25, 1962

Mark Hatfield,
Governor of State of Oregon,
Salem Oregon.

Dear Mr. Hatfield,

I am writing to you, to protest the lack of good signing, on the interchanges, in this locality, by the highway department engineers. I understand that many people have made protests, but we are still suffering. This has been going on since the last week of August 1961.

Everyone up and down this highway 99, from the town of Rogue River to the Rock Point interchange north of Gold Hill, are bothered night and day, by lost tourists. They wonder where they are and are bewildered until we explain and draw out directions for them. I have been in this spot since 1950 and this is the worst condition I have ever seen.

Imagine a group of engineers, not putting up signs so that strangers, and money spending tourists, get lost and disgusted. Then too, business has been badly hurt.

All that is needed is two small \$10.00 signs put on posts that are already in place. At the point where the highway from Crater Lake and Gold Hill join the interchange with Highway 99, which is now called Rogue River Highway, these signs should be put up to tell tourists that the Rogue River Highway goes to Grants Pass and Portland. This point is not on the freeway, it is off the side and part of the interchange. Now when a motorist goes off the freeway, at the Rock Point interchange, it is called Rogue River Highway Exit, this is north bound, then when you get to the point where the overpass crosses there are lots of signs. True, there is one pointing to the Rogue River Highway, but none to tell the tourist where the the Rogue River Highway goes to.

Last fall, there were eighteen business places along this one and one half mile road, several are now closed, which I dont think would have happened, if we had good signing, so that visiting tourists, could decide themselves where they wanted to go. Knowing that you seriously are concerned with the welfare of all of the taxpayers, I believe that for the small amount of money involved, that you would have this taken care of. In fact, I will make the signs, and put them up, with no cost to the State, if I am given written authority to do so.

Yours very truly,
Ross Welding and Automotive Shop,

Darrell Ross
Darrell Ross

RASSY'S UNION STATION

Route 1
Gold Hill

Box 163
Oregon

7-24-1962

Located one eighth mile north
of Rock Point Interchange, on
Rogue River Highway 99.

Mr. Mark O. Hatfield,
Governor, State of Oregon,
Salem Oregon.
Dear Governor,

I believe that you suggested to the last legislature, that an economic commission should be set up to study the impact of new highway locations on the economics of the State, and I felt, to ride herd on the concrete madness. I heartily concur and hope that you can put this in to effect, for I feel that you are about the only one who really has concern for the economy of the State.

When the new inter-state 5 section from Rock Point to the town of Rogue River was opened late in August 1961, about one and one half miles of Hi-Way 99 was left high and dry with no signing. There were more commercial establishments along this section than there are in Gold Hill, which incidently is well taken care of with signs. Protests were made; so Mr. Head of the Hi-Way Dept, met with a few of us natives to get our ideas. Then I believe it was in November, a meeting was called in Grants Pass, this was a joint meeting with the city officials of Grants Pass, and their local Chamber of Commerce, people from HW99, and some members of the HW Dept. Maps were passed out showing what they would do on signing. I brought up the question at one of the meetings asking for finger boards, to point out to strangers that the R. R. HW 99 went to its terminus at Grants Pass. I was informed that this would be considered. The promised signs were finally erected, the latter part of June, 10 months after the freeway was opened. And, we have no finger signs to tell people where Rogue River Highway 99 leads to. These signs could be nailed on to existing posts, three \$20.00 signs would do the trick. Lack of proper signing has made an awful impact on our business. Our gas sales are down compared to the first six months of 1961 over 50%. If I had no capital to fall back on I would be broke.

Herewith is the closing paragraph from a letter addressed to A.A. Williams, Proprietor of the Sherwood Motel, This letter signed by Tom Edwards, Assistant State Highway Engineer, dated July 19, 1962.

"(We have adjudicated to the best of our ability the many requests that we have received from you and others and the sign revisions which are in place are those which we feel are in the best interests of the motoring public)"

I have been here approximately ten years and I have never seen so many confused tourists, they blame all their troubles to the signing and are real put out, and say that when they get home they are going to write to the Governor. I hope they cool off as I wouldnt want them to bother you. If you could send a personal representative down here to get the picture you will see that we have been sorely abused for 11 Months P. S. Dont send an engineer, they are bull headed, I know, for I was an engineer for thirty five years. Trusting that you will take care of us with three finger board signs, and thanking you for being concerned with the States economy, I am,

Sincerely yours,

Rassy's Union Station
P. J. Rasmussen

P. J. Rasmussen

Robert - any
rebuttal?

Ward - Guilty - Coop

RECEIVED
AUG 21 1962

FOR FILING

August 16, 1962

Mr. T. J. Murphy
5729 San Pablo Dam Road
El Sobrante, California

Dear Mr. Murphy:

I wish to acknowledge your letter of July 30 to Mr. J. Al. Head, Assistant Traffic Engineer, requesting that we give consideration to adding the words "Rock Point" to the northbound signing at the Rock Point Interchange. Yours is one of several requests for this particular adjustment in signing and I am pleased to advise that we are proceeding to adjust the signing facing northbound traffic on the freeway approaching the Rock Point Interchange to read as follows: "US99 Rock Point - Rogue River Hwy."

The many changes we have already made were only made after meeting and discussing the subject in depth with residents in the area. All of them in the first instance agreed to dropping "Rock Point" and adding the message "US99 Rogue R. Hwy". The Highway Department was amicable to any adjustment in signing as would satisfy those in the area, and it is still possible within the rules and regulations to have a two-destination message. I have requested that a representative of the Department meet with those in the area and discuss these changes. This contact should be made in the near future. In the event that the people in the area decide on any messaging other than "Rock Point" as one of the names, I will communicate with you further before any adjustment is made.

We do agree with you that once a name has been utilized it should not be changed, for advertising is keyed to this name as you have done in advertising the "Rock Point Village". I hope the adjustments that will be made will assist you and others in the development of properties in this area.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc Forrest Cooper
G. S. Paxson
F. B. Crandall
L. R. Chandler
G. L. Clark

By

Tom Edwards
Assistant State Highway Engineer

JAH:njc jw

INTERNATIONAL DAIRY ENGINEERING CO

• 425 BATTERY STREET
SAN FRANCISCO 11, CALIF

5729 San Pablo Dam Road
El Sobrante, California

July 30, 1962

Mr. Head
State Highway Department
Salem, Oregon

Dear Mr. Head:

On a recent trip to visit my property which adjoins the Rock Point Interchange, I was surprised and greatly concerned to find that the State Highway sign identifying the Rock Point Interchange had been removed.

We own approximately 100 acres adjoining the Rock Point Interchange and have spent considerable time and money in preparing engineering data for development of tourist facilities on part of the property adjacent to the Interchange and between the old highway and new freeway.

On the basis of the identification given that area by the State Highway Department, we have adopted the name "Rock Point" and have spent considerable money in our publicity program to identify the project.

The community involved, although small, has among its residents a number of people who are operating small businesses which cater to the public and depend upon their business for a livelihood. Our project will cost in the neighborhood of \$500,000 and as a potential businessman in the area, I feel that the Highway Department should re-install the sign to give the area proper identification.

I do not know the reason for removing the sign, but feel that my request for its re-installation, and to give the area the proper identity, is not unusual. In traveling the highways in many states it appears customary for the Highway Department to install identification signs even though in many cases the community involved is a small one. It is respectfully requested that consideration by your Department be given to replacement of the sign originally installed, at your earliest convenience. It means a great deal to the people in the area, and I am sure will help in the development of tourist facilities, which the State of Oregon is vitally interested in seeing accomplished.

Very truly yours,

P. J. Murphy
P. J. Murphy

PJM/hik

Picture Enclosed



RECEIVED

AUG 1 1962

TRAFFIC ENGINEERING



RECEIVED
JUL 17 1962

FOR FILING

August 16, 1962

Mr. R. T. Smith
Route 1, Box 157
Gold Hill, Oregon

Dear Mr. Smith:

I wish to acknowledge your telephone call to Mr. J. Al. Head on Wednesday, August 1, expressing appreciation to the Highway Department for the work that has been done in adjusting signing and placing service facility signing to assist residents along the route of US99 adjacent to the freeway between Rock Point and Homestead Interchanges. It is especially appreciated because we so seldom receive words of encouragement; the rule is quite to the contrary.

Turning to your specific request that we add the words "Rock Point" to the existing and proposed signing at the Rock Point Interchange, this has been considered and I am pleased to advise that we will proceed to accomplish this work. The new sign and existing sign will be adjusted to read "US99 Rock Point-Rogue River Hwy."

You also requested that we add fingerboards at the intersection of the roadway overcrossing the freeway with the old highway, directing traffic to Rogue River and Grants Pass. I am asking Mr. L. R. Chandler, our Division Engineer in Roseburg, to have his Traffic Engineer, Mr. Glen L. Clark, contact you and discuss this. I am doing this inasmuch as Mr. and Mrs. A. Williams have made a similar request, and I feel it is best that the Department representative meet with you and others and try to resolve the many varied requests for sign adjustments in the area.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
G. S. Paxson
F. B. Crandall
L. R. Chandler
G. L. Clark

JAH:njc jw

August 6, 1962

Mr. Edwards:

I think the three attached Suggested-Drafts, plus the two for Assignments EDW 636 and 637 should clear up this situation. The only reason we have not written our letters to the end of being positive on the situation of directional fingerboards pointing to Grants Pass and Rock Point is that the group in the area seem to ask for a different type of sign every time they write. We thought we had them happy, but apparently we haven't. This is why I felt that Glen Clark could go down and meet with them, get them all together and agree to two names. They apparently are, from the attached correspondence, tending to agree on Grants Pass and Rogue River.

Grandall

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon
August 3, 1962

SUBJECT: Sign Adjustments
Rock Point Interchange

To: Tom Edwards
Asst. Highway Engineer
BUILDING

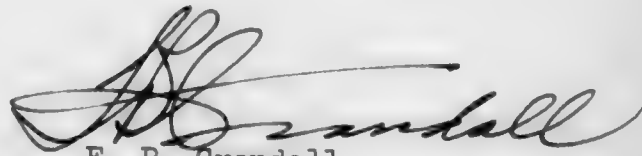
TE 599

I attach hereto three Suggested-Drafts, one to A. A. Williams which is a direct result of your Assignment 599; a draft to Mr. R. T. Smith, who called Mr. Head on Wednesday, August 1; and a draft to Mr. Murphy, who wrote to Mr. Head under date of July 30.

You will note that I have added in all three letters that the Department will add the words "Rock Point" to the existing, already installed, sign at the beginning of the off-ramp which now reads "US99 Rogue R. Hwy.", and that we will also add "Rock Point" to the advance exit one-mile sign which will be installed as soon as the paving has been completed as a part of the paving project on the Rock Point-Seven Oaks Project.

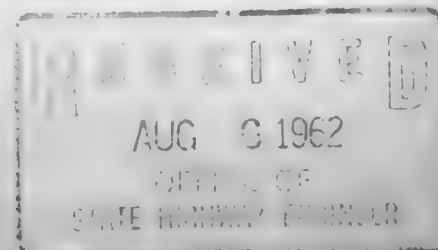
It is possible within the ground rules of the Manual on Uniform Traffic Control Devices to do this, and it seems the thing that the local people keep asking for, notwithstanding "yesterday" they wanted to drop "Rock Point" and add "Rogue R. Hwy.". The Bureau will not participate with us in these changes, but we can accomplish them by State Forces. We will, however, need to exchange communications with the Bureau because it amounts to a plans change. If you approve of these I will then prepare the necessary communication to the Bureau to accomplish the plans change and at the same time give Mr. DeFrance the necessary information for accomplishing the work by State Force.

We can accomplish by adding "Rock Point" in 16" - 12" letters to both signs increasing the height of the post stubs and the sign at a cost of \$850 per sign, or \$1700 total. This work can be charged as a non-participating item to the Rock Point-Seven Oaks grading, paving, signing project, or if you feel this is not a proper charge against this project we could handle it against our 1962 Minor Betterment Funds for Signing Projects.



F. B. Crandall
Traffic Engineer

JAH:njc
Attachments



OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

July 18, 1962

Salem 10, Oregon

SUBJECT: Complaints on Signing
Interstate 5
Rock Point-Gold Hill Interchanges

To:

L. R. Chandler
Division III Engineer
Roseburg

Reference is made to Mr. Lammert's letter of July 5, Mr. Putnam's letter of July 6 and Mr. Phillips' of the 11th transmitting to this office complaints on signing along the route of I5 in the vicinity of the Rock Point and Homestead Interchanges.

I did this date prepare a Suggested-Draft for Mr. Edwards at his request to the people along the area in question, and I told them that we had rejudicated to the best of our ability the many, many requests that we had received for the changing of signs. We felt that the signs we had in place were in the best interests of the road user.

I believe in view of this that we should not proceed further with trying to develop any personal contacts, notwithstanding the willingness of the representatives of this office to meet with local people and discuss the matter. We are of the opinion that we will never completely satisfy them and maybe we should try, for the moment at least, to "ignore" them.

In the event that this thing "does not go away" then we feel we might turn this assignment over to the Division Traffic Engineer after he reports to you.

F. B. Crandall
Traffic Engineer

JAH:njc

cc: Tom Edwards
I. A. DeFrance
W. O. Widdows
R. L. Lammert
G. L. Clark

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

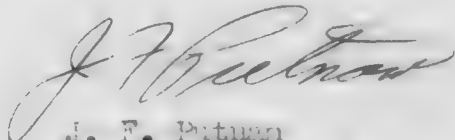
July 6, 1962

SUBJECT: Complaints on Signing
Rock Point and Homestead Interchanges

To: I. A. DeFrance
Maintenance Engineer
Salem, Oregon

Herewith copy of a letter from W.B. Lambert reporting on numerous complaints which he has received on the recent sign changing on the Rock Point and Homestead Interchanges.

I recommend that this matter be referred to the Traffic Department and another meeting be held to advise these people of signing regulations.



J. F. Putman
Asst. Division Engineer

JFP:ds
encl.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Medford, Oregon
July 5, 1962

SUBJECT: Complaints on Signing
Interstate 5

To: L R Chandler
Division Engineer
Roseburg

This office is receiving numerous complaints on the recent sign changing on the Rock Point and Homestead interchanges.

On June 26, I met with three businessmen of that area to ascertain the nature of their complaints. They were highway critical of the following:

The removal of the Rock Point sign; the use of the letter "R" for "River" on the Rogue River Highway sign and the size of the signs both at the Rock Point interchange and the Foots Creek designation at Homestead.

Being unfamiliar with the sign changes or what had transpired previously, I was unable to answer their questions but informed them I would relay their objections to the proper authorities.

I had the occasion to talk with Al Head while I was in Salem and the above subject was discussed. Mr Head thought that it might be in order to have still another meeting with these people. Using his words "to give them another shot at me".

I met with two of the same people and another lady from Rogue River the afternoon of July 3. They voiced the same complaints as above and in addition, Mrs Gail Grooms of Rogue River, stated that at the last meeting with the Highway Department at Grants Pass, they were promised that the Redwood Highway designation would remain.

They have asked if it were possible to hold a meeting with the proper officers of the Highway Department. I promised them that I would relay this information to you for your consideration.

It would be my recommendation that a meeting be held to try to clear up some alleged misunderstanding and misinformation.

R L Lammert
R L Lammert
Dist Maint Supt

ELL/r

RECEIVED
AUG 21 1962

FOR FILING

August 16, 1962

Mr. and Mrs. A. Williams
Route 1, Box 171
Sherwood Motel on the Rogue
Gold Hill, Oregon

Dear Mr. and Mrs. Williams:

I wish to acknowledge your two letters of July 23 commenting particularly on services signing at the Rock Point Interchange on Interstate 5.

The advance sign at the point of deceleration at the northbound off-ramp is a permanent sign reading "US99 Rogue R. Hwy.", and we have temporarily posted under this sign a "Gas - Food - Lodging" rider. This rider is 4' x 8' in size with 10' white reflectorized letters on a blue opaque background. The one-mile advance exit sign will read "US99 Rogue R. Hwy. EXIT 1 MILE". This sign will be installed, but cannot be put in place until the paving is completed from Rock Point toward Medford. At that time, there will be a "Gas - Food - Lodging" sign placed on the one-mile advance exit guide sign, which will be the same size and color as the one now in place.

You asked for a sign reading "Rock Point Interchange ONE MILE EXIT TO 99 NORTH". I wish to remind you that when we put route "US99" back on the old alignment of the Pacific Highway our representative discussed with you and others an appropriate destination name. You and the others decided to drop "Rock Point" and substitute "US99 Rogue R. Hwy." I am deeply sympathetic to your concern over the lack of motorists driving immediately by your motel, but as our highways develop it is necessary to adjust to changing travel habits. We have had to make certain adjustments in design standards and signing standards to accommodate the ever increasing demands for use of the highways, and at the same time maintain uniformity from State to State.

The Highway Department is willing to make one more change, if we can get all parties concerned to agree. We are willing to make the present sign into a two-destination sign by adding "Rock Point" to the existing sign which now reads "US99 Rogue R. Hwy." This would mean that we would change both the one-mile sign yet to be placed and the existing sign at the off-ramp.

Mr. and Mrs. A. Williams

- 2 -

August 16, 1962

As to signing at the ramp terminal where the road overcrossing the freeway at the Rock Point Interchange intersects the old highway, this is a point which I feel can best be clarified by having a representative of the Department contact you. I am requesting Mr. L. R. Chandler, our Division Engineer in Roseburg, to have his Traffic Engineer, Mr. Glen L. Clark, contact you in the near future and discuss this subject with you and others.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

JAH:njc jw

cc Forrest Cooper
 O. S. Paxson
 F. B. Grandall
 L. R. Chandler
 G. L. Clark

July 23-62 ✓

Attn:

Mr. Tom Edwards
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Gold Hill Oregon

Box 171 Rt 1

Sherwood Motel on the Rogue

6/18/62
R/S Reply

NO AL HEAD

Dear Mr. Edwards:

Your letter of July 19th relative to the sign revision and changes at the Rock point interchange. You state the Hi-way Dept has made the requested adjustment. May we inform you this is only partly true; there are some revisions & changes yet to be made and we will expect the Hi-way Dept to correct this situation without any further delay. It has been eleven months now since the Hi-way Dept shunted the travel away from us and that is just eleven months to long, the proper signing should have been up at that time Sept 1st 1961 when we were blocked off. You fellows sit there on your funny drawing a big salary which we have to help pay, while we sit here with empty motels going broke. The harvest we reap because of the Hi-way Dept failing to do things right and at the proper time.

May we say part of the sign changes you have recently completed is O.K. but you did not complete the job of correcting the situation. The little worthless gas-food & lodging sign was recreated on the new Hi-way sign post. At our meeting in Grants pass last winter with your representative Mr. Hend this was thrashed out and we expect the correction to be as to the agreement at the meeting, this old lodging sign was to be discarded as it isn't half large enough is the wrong color.

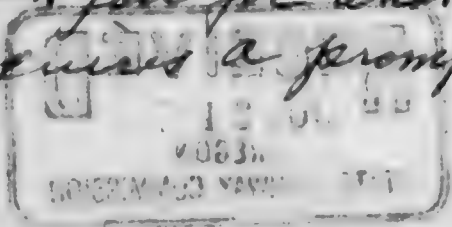
it can not be seen by the fast moving traveler it is not reflectorized is very small lettering. we were promised a much larger sign white lettering on green back ground & this has never been corrected. the traveler is facing into the sun in the morning at this point he cant see a fly sitting on a post. and they cant see this little sign in the night or any other time! there has to be a large sign tourist facilities or tourist accommodations large 16" lettering reflectorized so it can be seen. the sign should be the same length as the Hi-way sign & attached to the same post under the Hi-way sign, the letters wide as well as high.

there has to be the same kind of a sign tourist facilities only it can be smaller at the bottom of the Ramp so like the one there now coming down the Ramp off the freeway. this sign facing the traveler coming from Crater Lake through Gold Hill to inform him of this service here along 99 north. you have 99 shields at this point reading 99 south that faces the traffic that is traveling North. Now people that is traveling north is not turning over on the freeway to go back South again they are going North so they dont see the little word South only the 99 shield with an arrow to turn left, neither do they have time to see the other 99 North so they turn left over to the freeway from the second flash of observation, this shield does not belong there & we want it removed. for turning left at this point the No 5 shield to turn left is the only one that belongs there, there was to be no 99 routing on to No 5 until 99 merged with no 5 been Gold Hill at the overpass there near the Dardinells Eating Place. what tourist that does manage to come through here in the day time stop to get information as to where they are & how to get where

✓
they tell us they never encountered such poor
mixed up signing that Countedicts it self and
causes so much confusion

How do you figure you are so right in this
signing when it doesnt ^{or give} make clear information
to the traveler and we all sit here being choaked
to death by the Hi-way Depts idea of solving the
situation, there is no one more qualifids to
know the actions & reactions of the traveling public
than the motel operator & other businesses that deals
with them. No one is going to pull off the
freeway onto another road unless they know
where they are going & what is there form them
to pull off for. this they wont do after dark when
there is no sign they can see to give them this
information, in another month the tourist season
will be over and we havent made a dime from
all this travel, the business places are up in arms
we are getting fed up on failures & mistakes by
the Hi-way Dept to get this situation corrected
if you were down here as you stoted why
didnt you contact us so we could point out
to you where ~~the~~ the Hi-way Dept was going at this
wrong & backwards so you could get a clear
understanding & that you cant just follow one set
of rules or a form letter, some points require a
change of signing to conform with the situation
we thank you for what you have corrected so far and
this requires a prompt answer

Yours Very Truly
Mr & Mrs A Williams



Attn:
Mr. Tom Edwards:
State Highway Dept.
Salem Oregon

July 23rd 1962
Gold Hill Oregon
Box 171 Rt 1.
Sherwood Motel on the Rogue

Dear Mr. Edwards:

We just sent you a letter of this date but
we overlooked to mention the sign you
or the Highway Dept. I mean agreed to erect
1 mile back from the Rock Point interchange
the attached facsimile is the
wording we would like to
have on the Board **REFLECTORIZED**
so it can be seen in the night.
Trusting you will erect this
type of board or sign as shown
as it will be of great benefit
to all of us along the Rogue that is
of service to the tourist.

Thanking you

Yours Very Truly

RECEIVED

JUL 26 1962

TRAFFIC ENGINEERING

Mr. & Mrs. A. Williams

ROCK POINT INTERCHANGE

ONE MILE

EXIT TO  NORTH

Governor Hatfield - 2

August 13, 1962

safety and of convenience. To divert a motorist from the freeway at the Homestead Interchange to Grants Pass or the Redwood Highway would be time lost and danger increased. Between these common points, it takes 19 minutes via the existing highway and 15 minutes via the freeway. The old highway section has 42 curves and 641 at-grade access points. The freeway route has 17 curves and 69 access points, one being a freeway ramp and the remaining being street and business approaches in Grants Pass. In 1960, this section of the old highway experienced an accident rate of 4.61 accidents per million vehicle miles. During this same period, the freeways experienced a rate of 1.05 accidents per million vehicle miles. Certainly in the interest of safety to the motorist, we should not endeavor to direct traffic from the superior facility.

With regard to "Gas Food Lodging" signs, it was indicated at the December 4 meeting with the local group that such signs would be posted at the Rock Point, Homestead, and Rogue River Interchanges. These signs, along with the designation "US99" should be adequate to inform the motorist that tourist facilities are available along the old highway south of the river.

We have revised these signs several times and have spent considerable time and money in an effort to meet the desires of the local people concerned in this matter of signing and route designation. Whatever the final decisions may be, there will always be those in the minority group, or persons who will have a different thought on the sign indications and route designations. We can only hope to accommodate the majority thinking, tempered with objective consideration of safety and convenience to the motorist.

A map of the current sign installations and a suggested draft of a letter to Mr. Gail Groome is attached.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

attachments

bc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. F. B. Crandall
Mr. G. L. Clark
FBC:njc/ TE:jw ms

SUGGESTED DRAFT OF REPLY FOR GOVERNOR'S CONSIDERATION

Mr. Gail Grooms
Post Office Box 282
Bogue River, Oregon

Dear Mr. Grooms:

I have a report from the State Highway Engineer concerning the matter of signs in the Gold Hill-Grants Pass area about which you wrote me at length on July 23.

As you know, the signs affecting the Interstate Highway are strictly controlled within limitations set forth by the Federal Bureau of Public Roads. The Traffic Engineering Division of the State Highway Department has held a series of meetings with the people and officials in the affected area in an attempt to satisfy their wishes as nearly as could be done within the governing rules. The signing which is in place at present reflects the best solution that could be achieved due to the many various views and desires.

The Highway Department has assured me that it will have a representative contact you in the very near future and explain to you some minor adjustments which it can and will make if your group so desires.

TE:jv ms

P. O. Box 282
Rocky River, Oregon
July 23, 1962
(Location 5217 So. Pacific Highway)

The Honorable Mark Hatfield
Governor of Oregon
Salem, Oregon

Dear Governor Hatfield:

This letter is written with the knowledge and the request of a group of business people located on the former U. S. 99 Highway, from the Grants Pass Junction of the Redwood Highway to the Rocky Point bridge at the Gold Hill junction. For the past few weeks we have been greatly perturbed, confused and have had a feeling of being completely left out.

Approximately two years ago at a meeting at the Court House in Medford with the County Court, the Board of Public Relations, representatives of the Chambers of Commerce, the Highway Commission, and the Mayors or representatives, from all towns from and including Ashland, to and including Grants Pass, and Jacksonville, the only exception being Gold Hill, our highway difficulties were all ironed out. All factions present were in accord and agreed to make their decision a matter of record. Their decision was that the section of highway mentioned in the first paragraph of this letter was to be marked "Redwood Highway" with a U. S. 199 shield.

Also a few months ago and before the installation of a large and very expensive sign (\$3,200 approximately), adjacent to Interstate Highway #5, just North of the Rocky Point-Gold Hill Junction, Mr. Treutle of the Myrtle Craft Studio visited you in your office regarding the permanent marking of this section of former U. S. 99. Mr. Treutle advised me in a conversation of approximately four weeks ago, that you had promised without any reservation whatsoever, that this section of the highway would be known as and marked "Redwood Highway." You called one of the highway department heads while Mr. Treutle was in your office and advised him of this decision, together with the necessary instructions. During my recent conversation with Mr. Treutle, he voluntarily offered to visit you again, if he could get an appointment with you, on his trip to Bend on the 19th of this month. Upon his return he reported that he had not found time in which to do so, hence this letter to you.

Within the last few weeks our Redwood Highway signs have been removed without any explanation to anyone in this locality that we know of. At the time they were being removed, one of the business men asked why, and also requested them to leave the signs as they were originally put up; that we were satisfied with them. There was no explanation forthcoming nor any consideration given our feelings in the matter. At that time Mr. J. A. Clithero was advised that if we would make up our minds what we wanted in the way of signs, that the highway department would cooperate. We later had a meeting with Mr. Lambert of the Medford office and requested that the signs be installed as they originally had been; he advised us that this was impossible - with no explanation as to why. After the meeting we were more confused than ever. Two or three days later and before we had time to get our group together, they installed other signs which are meaningless, as far as fulfilling their purpose. At the time the Redwood Highway signs were removed, the "gas, food and lodging" signs were up; later they were taken down, at least one I know of was lying on the ground. The last time I checked part of them were up and what their status is now I cannot say.

Connecting U. S. 199 at the Grants Pass Junction over the former U. S. 99 along the South side of the river with Highway 234 in the center of Gold Hill to Crater Lake is a natural in a great many ways and there is no confusion to the tourists and/or the vacation fishermen. As the highway is

Edw

Pass and also to the Grants Pass area, or in other places. These inquiries are only a fraction of the number of inquiries we get as to how to get to the new state park. There is a waste of money if the vacationers cannot be directed to it from the highway. These people have already been within a short distance of the park and want to go to it. All seem to come from the north.

The Rogue River, the Rogue River Gorge and the Grants Pass State Lake are world famous and certainly the scenery and the Oregon Caves are worth anyone's time. Many people stop in and ask the directions to these places; they are lost and no wonder. People thrill to catching fish and seeing these famous places; shouldn't we take advantage of this fact? Tourist are big

business in the whole state; we need them badly - can't we at least try to make them happy and keep them that way. They are certainly not happy now.

Frankly, Mr. Hatfield, we just couldn't believe that you would not keep your promise to us. At the same time we couldn't believe that you did not know of the existing situation; we were and we are truly non-plussed. However, on the morning of the day of our recent meeting, Mr. Frank Sparks a Chevron dealer at the Grants Pass Junction on the old highway discovered that the new road maps show this portion marked as had been planned two years ago and as you had promised; and as it had been posted originally, even though it was inadequate in several respects. However, we did not think they had finished putting up the signs. We are now assured that you intended to keep your promise, (but I would say that you have been double-crossed along the line somewhere); however it makes us have a good, clean satisfied feeling to know of your good intentions.

They now have signs on the old road at the Rogue Riviera exit, "Grants Pass via Frwy." We asked for signs via "river route"; but we were told that couldn't be done. Why? We believe that the people traveling these roads are entitled to select the route they wish to travel; that the signs make it easy for them to select that route and that they not be forced to travel any certain route.

People are beginning to wonder and ask if the freeways were built entirely for graft. There has been plenty of money wasted in this immediate vicinity to pay for all labor costs and more signs than we could possibly use. Everything we have asked for they tell us it can't be done. If there are laws such as this, let's take action to repeal them; we don't think there are. The turnpikes and freeways in the East and central state are well marked. The tourists and truck drivers from other parts of the country say Oregon has the poorest marked highways of all. Why?

We dislike writing you very much as you are always extremely busy, but we feel that this is a matter only you can settle. Please know that we are in no sense judging anyone in the Highway Department or any members of Commerce; we are merely trying to understand them and to get back to normal. I am enclosing two new road maps.

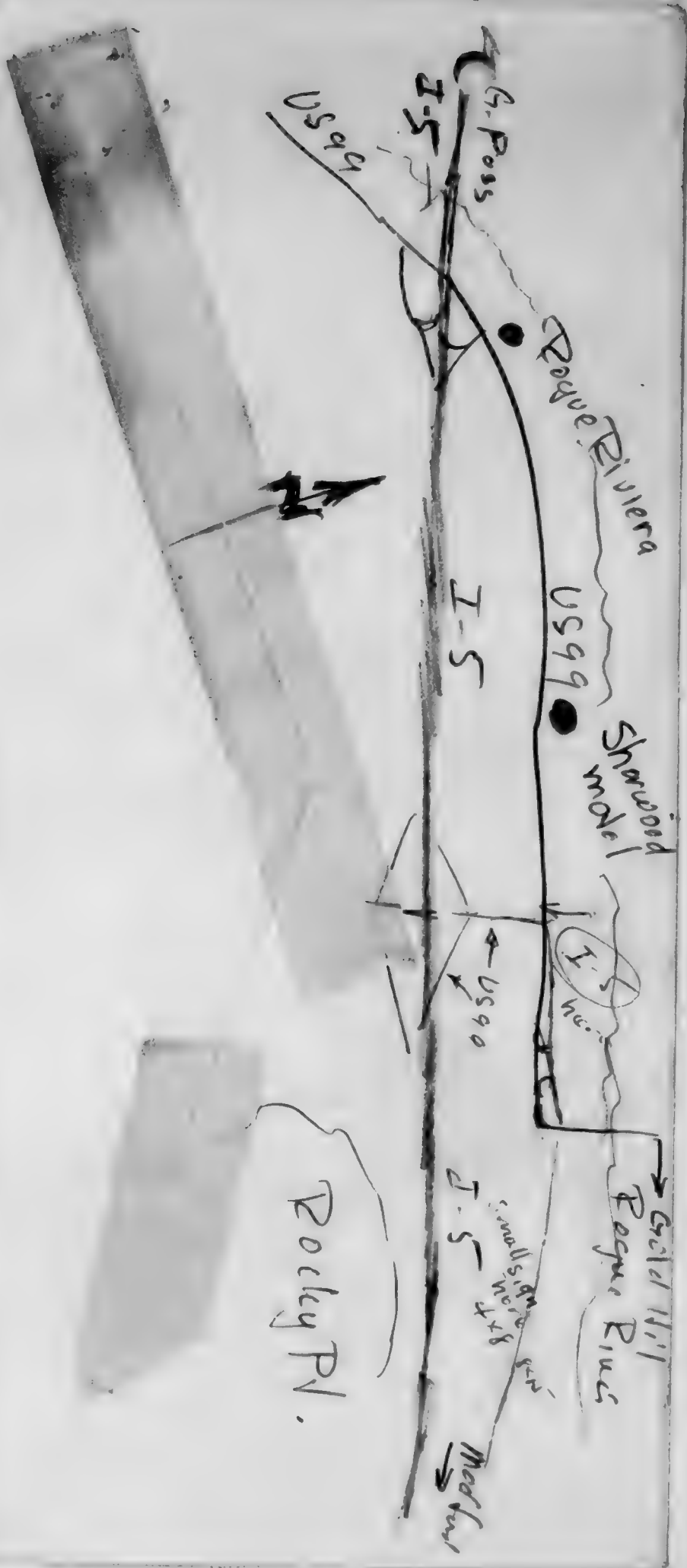
We would appreciate hearing from you at your earliest convenience as to when we may expect to get our Redwood Highway signs back up, together with the U. S. 199 shield; also the gas, food and lodging signs erected properly. May we be assured that these will be permanent and not put up and taken down according to someone's fancy?

Believe me,
Yours Faithfully,

Gail Graeme - acting secretary

Mark - Personal

Certified - return receipt requested.



Sherwood Motel On The Rogue
FINEST ACCOMMODATIONS
COOL - COMFORTABLE - RESTFUL - BEAUTIFUL
A HOME AWAY FROM HOME
— PEPPERIDGE PIES — ELECTRIC REFRIGERATION

ARONIE & ALPHEA WILLIAMS
RT. 1 - BOX 171

PACIFIC HI-WAY 99 NORTH
3 MI. GOLDHILL, OREGON

Good morning.
P. Smith's Tourist & Facilities Sign
at the bottom of the Ramp was changed
to another location placed on the post across
the road that says the sign do not enter. I
think the sign can be read from the point
of the bottom of the Ramp so no misunderstanding by
some of the tourist that they can't turn left onto 99
north. Please tell this sign do not enter sign
so they don't see the lettering it will not
be nothing but confusion the way it is
arranged

1, AFTER 5 DAYS, RETURN TO

Sherwood Motel on the Rogue

Box 171 Mt 1

Shedville Oregon

*Attention
Migrant Truck*

*Oregon State Highway Dept.
State Highway Building
Salem 10.
Oregon.*

ARCHIE & ALMA WILLIAMS
Rt. 1 - Box 171

PACIFIC HIGHWAY 99 NORTH
3 MI. GOLDHILL, OREGON

Sherwood Motel On The Rogue
FINEST ACCOMMODATIONS
COOL - COMFORTABLE - RESTFUL - BEAUTIFUL
A HOME AWAY FROM HOME
PHONE - TELEPHONE - FISH - ELECTRIC REFRIGERATION

Good one day.
P. So the tourist facilities sign
at the bottom of the Ramp was changed
to another location placed on the post across
the road that way the sign do not interfere
the road that way can be read from the point
where the bottom of the Ramp is understood by
some of the tourist that they can't turn left onto 99
north. Please tell this sign do not interfere sign
so they don't see the lettering it will not
be nothing but confusion the way it is
Arch Williams

REFERRED TO
Forrest Cooper

9/30/62

Oregon State Hi-way Dept
Salem Oregon

Gold Hill Oregon
Box 171 Rt 1

Sherwood Motel ^{NOTED}
Edwards

Dear Sirs:

When do you Contemplate Correcting the Hi-way
signing at the Rock point interchange to direct the
tourist looking for motel accommodations on Hiway 99
along the Rogue River, as it stands now and for the last
ten months the signs are so wiped up and misleading
the traveling tourist cant figure out where to go or to
find motel accommodations along the Rogue River
all the travel coming from Crater Lake through Gold Hill
is turned off at the bottom of the Ramp turned left to No 5.
and just to be sure the tourist coming through Gold Hill
doesn't come our way on 99 along the Rogue River
you have 2 signs on 99 shields about 100 ft apart
with one left turn arrow pointing to No 5 freeway
these are posted at the bottom of the Ramp
your sign crew changed part of the 99 shields ^{Recently} the
ones coming off the freeway but they put up a little
10 cent sign approaching the 99 Exit off of the freeway
so small it cant be seen or recognized until its to late
when a tourist does manage to venture over here they
tell us they never seen such wiped up signing & they
get lost trying to get here. one sign will contradict
the other, we have sit here with a empty motel for
10 months and this has went far enough.
and the July 4th ~~the~~ travel coming on and the sign
corrections still not done this must be corrected at once.
the misplaced 99 shield ^{NOTED} has to come down, grant me permission
to come there until the sign crew gets here tell them to see me when here
answer. so I get it. Tuesday morning Mr & Mrs A Williams

REFERRED TO
FORREST COOPER
SECRETARY

1/30/62

Biggs-Hill Highway Dept
Salem Oregon

Gold Hill Oregon
Box 171 Rt 1
Sherwood Motel

Dear Sirs:

When do you Contemplate Correcting the Hi-way
signing at the Rock point interchange. To direct the
tourist looking for motel accommodations on Hiway 99
along the Rogue River, as it stands now and for the last
two months the signs are so wiped up and misleading
the traveling tourist can't figure out where to go or
find motel accommodations along the Rogue River.
All the travel coming from Crater Lake through Gold Hill
is turned off at the bottom of the Ramp turned left to Rt 5
and just to be sure the tourist coming through Gold Hill
doesn't come our way on 99 along the Rogue River
you have 2 signs on 99 shields about 100 ft apart
with a left turn arrow pointing to Rt 5 freeway
that are posted at the bottom of the Ramp.
Your sign crew changed part of the 99 shields, the
ones coming off the freeway but they put up a little
10 cent sign approaching the 99 that is off of the freeway
so small it can't be seen or recognized until its to late
when a tourist does manage to venture over here they
tell us they never seen such wiped up signing & they
get lost trying to get here. one sign will contradict
the other, we have sit here with a empty motel for
months and this has been what for enough.
The July 4 Holiday weekend coming on and the sign
corrections still not done. This must be corrected and
the wiped 99 shields come down, grant me permission
to cover them until the new ones come down. I've told them to see me when they
come. so I get it Tuesday morning. Mr & Mrs A Williams

Original to
Dadson in
Edwards' absence

NOTED
TOM EDWARDS

Edw - Advise me

NOTED
TOM EDWARDS

RECEIVED
JUL 9 1962

FOR FILING
5668

July 6, 1962

2181
Mr. A. A. Williams
Sherwood Motel on the Rogue
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. Williams:

I wrote to you on June 6 and advised that we were assembling the necessary materials to make the changes in signing in the vicinity of the Rock Point Interchange.

By the time you receive this letter, a considerable number of the changes will have already been made as we have one of our crews in the area. They will complete all the work incident to these changes that they can until some porcelain aluminum extrusions are received from Los Angeles.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
G. S. Paxson
F. B. Crandall
W. O. Widdows
L. R. Chandler

JAH:njc jw

COMMISSIONERS

GLENN L. JACKSON, CHAIRMAN
MEDFORD

KENNETH N. FRIDLEY, MEMBER
WASCO

DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

June 12, 1962

Mr. and Mrs. Archie Williams
Sherwood Motel on the Rogue
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. and Mrs. Williams:

This will acknowledge receipt of your letters of June 9 and June 11, concerning signing in the vicinity of the Rock Point Interchange. Mr. Edwards, who has been handling this matter, is out of the state until Monday. Upon his return to the office, I will refer your letters to him for his consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson

G. S. Paxson
Deputy State Highway Engineer

GSP:ms

cc Mr. Forrest Cooper
Mr. Tom Edwards (with file) ✓

RECEIVED

JUN 18 1962

TRAFFIC ENGINEERING

attn:

Feb 9-62

Mr Forest Cooper
State Highway Engineer
Oregon State Highway Dept.
Salem Oregon.

Gold Hill Oregon
Sherwood Hotel on the Rogue
Box 171 Rt 1.

Dear Mr. Cooper:

It has now been two weeks since I wrote you in regard to the signing of Hi-way 99 at the Rock Point interchange and to this date we have not received an answer and also there has been nothing done about it, we do not intend to sit here holding the bag much longer and go broke and be foreclosed on.

it will soon be 10 months since the traffic has been led away from us by misplacing of Highway shields.

Routing all the travel on to the No 5 freeway, and the little two by four sign you have hanging on the Rock Point ^{sign} Post is absolute worthless. No one can see it what-so ever as we explained to you in my former letter as to the situation. we have had 3 or 4 of our former customers stop here recently and they tell us this is the Crummiest Hi-way signing they have ever seen & can't see any take off sign or exit until its to late to stop or turn off and have to go on to the next interchange. they are all calling for the same type of a sign set up as we submitted to you and they say it should be large at least 12 x 24 ft. and lit up or neon. as most every one travels late and they can not see any thing that is invisible or carries a message so they will understand where they are and they must be informed it is 99 Exit for motel accommodations & other business Point.

Please give ^{my} ^{best} ^{love} your prompt attention the tourist Season is on and we get none of it.

Yours Very Truly
Mr & Mrs A. Williams

Attn:

Mr Forrest Cooper
Oregon State Hi-way Dept
Salmon Oregon;

June 10 - 1962
Gold Hill Oregon
Sherwood Hotel on the Rogue
Box 171 Rt 1.

Dear Mr. Cooper:

Your letter of June 8 recieved signed by Mr. Tom Edwards
in answer to our letter of May 26th
as per your letter your plans does not coincide with
what we were promised by Mr. Head at our meeting several
months ago in Grants pass, we were promised a much larger
sign at the Rock point interchange ~~if~~ take off it was not to be
attached ~~on~~ ^{or} near the Rock Point sign which was to be moved
to another location so as to not conflict or discount the
purpose for which our tourist information sign is intended to
accomplish, as it stands now your little worthless sign is attached
to the Rock point sign which confuses the traveler, there is no
tourist accommodations or any other business at Rock point
nothing but a bridge & a pile of Rock, we just cant accept
this sort of signing, you state in your letter you cannot
grant a sign as the one we submitted to you on May 26th
now there is no reason whatsoever why you cannot as
it does not favor any one person or business but covers
the entire total of business that has been cut off by the Hiway
Dept, and it is the state Hiway ^{Dept} responsibility to erect signs
that will give the tourist full & correct information as to where
he was going & getting into on the Crts, and to reestablish the
tourist business that has been cut off from us, there is no set
rules that can not be changed & corrected for certain areas
to meet the need & requirements. such as along the Rogue River
which is going to be a problem to get the traveler over here
if the Hi-way doesnt erect the proper signing & information
under these Country conditions. so he will know where to go

there is no one more qualified to know the thoughts and reactions of the tourist in these spots when improperly signed with no information than that of the Motel operator. Especially in the Country which is entirely different than the towns, tourist will not turn off the freeway in the Country unless the Exit signs give them the information they are looking for on the signs at the interchanges together with the Hi-way shield attached.

there is a vast number of Motels & tourist accommodations along the Nagai River here through Grants Pass that will stand empty if the proper signing is not erected to give them the information they can rely on to know where they are being led off to. tourist will not turn off the freeway after dark on to a side road in the Country with the kind of signing you are planning here, the sign must carry the 99 shield be large enough to carry the information & readable for some distant as we submitted to you May 26 the tourist has to know the Exit Road is the one he is traveling 99. How do we know, where do we get this true information, right from the tourist, and we are passing it on to you together with our own experience so this thing can be done correctly and if you study the sign copy we sent you May 26th you will find it to be a perfect set up, and with the removal of some of the present 99 shields & replacing them where they belong removal of the Gold Bell sign at the top of the Ramp which is confusing & doesn't belong there but a 99 shield pointing to the right must be put in its place. we will be looking for an answer in the near future stating this will be ~~corrected~~ corrected to our satisfaction as well as for the tourist

yours very truly

Mr & Mrs Archie Williams

RECEIVED
JUN 13 1962

FOR FILING

5608

June 12, 1962

Mr. and Mrs. Archie Williams
Sherwood Motel on the Rogue
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. and Mrs. Williams:

This will acknowledge receipt of your letters of June 9 and June 11, concerning signing in the vicinity of the Rock Point Interchange. Mr. Edwards, who has been handling this matter, is out of the state until Monday. Upon his return to the office, I will refer your letters to him for his consideration.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

OSP:ma

cc Mr. Forrest Cooper
Mr. Tom Edwards (with file)

RECEIVED
JUN 11 1962

FOR FILING

5608

June 11, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

A post-final payment in the amount of \$752.71 will be made to Roy L. Houck Sons' Corp., on contract #5608 for grading-structures on the Homestead-Rock Point Section on Pacific Highway in Jackson County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be \$967,037.35, including the post-final payment. Of the total, \$258,394.32 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

RECEIVED
JUN 19 1962

FOR FILING

4607

June 8, 1962

450
Mr. Archie Williams
Sherwood Motel on the Rogue
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. Williams:

I received your letter of May 26, addressed to Mr. Forrest Cooper, advising that certain changes you had been promised at the Rock Point and Homestead Interchanges on Interstate 5 had not been made.

It is regrettable that this work has not been accomplished at this time. The only explanation I can offer is that the materials had to be manufactured and shipped to Salem. We have been promised the material by the middle of June. Our maintenance forces are going to immediately install the signs and we sincerely hope that we will have them in place by the end of the month.

All the changes you have suggested as to nomenclature and route shields at the ramp terminals and elsewhere will be taken care of as discussed with you last fall. Your request for an additional sign, such as shown in your illustration, cannot be granted as it does not comply with the national standards for the signing of our highways. The utilization of the words "Gas - Food - Lodging" on the advance signs, as we contemplate doing, is the most that we can do at this time. A sign such as you have recommended is more in the nature of an advertising sign and is of a type that is generally installed off our right of way by private interests after they have secured the necessary permit from the Bureau of Labor.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
G. S. Paxson
F. B. Crandall
L.R. Chandler
W. O. Widdows

JAH:njc jw

RECEIVED
JUN 19 1962

FOR FILING

4667

June 3, 1962

450
Mr. Archie Williams
Sherwood Motel on the Rogue
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. Williams:

I received your letter of May 26, addressed to Mr. Forrest Cooper, advising that certain changes you had been promised at the Rock Point and Homestead Interchanges on Interstate 5 had not been made.

It is regrettable that this work has not been accomplished at this time. The only explanation I can offer is that the materials had to be manufactured and shipped to Salem. We have been promised the material by the middle of June. Our maintenance forces are going to immediately install the signs and we sincerely hope that we will have them in place by the end of the month.

All the changes you have suggested as to nomenclature and route shields at the ramp terminals and elsewhere will be taken care of as discussed with you last fall. Your request for an additional sign, such as shown in your illustration, cannot be granted as it does not comply with the national standards for the signing of our highways. The utilization of the words "Gas - Food - Lodging" on the advance signs, as we contemplate doing, is the most that we can do at this time. A sign such as you have recommended is more in the nature of an advertising sign and is of a type that is generally installed off our right of way by private interests after they have secured the necessary permit from the Bureau of Labor.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

Tom Edwards
Assistant State Highway Engineer

cc Forrest Cooper
G. S. Paxson
F. B. Crandall
L.R. Chandler
W. O. Widdows

JAH:njc jw

Ma. 26 - 1962

Superintendent of Highways
Oregon State Highway Dept.
State Highway Building
Salem Oregon

Gold Hill, Oregon
Box 171 Rt. 1.
Sherwood Motel on the Rogue

Dear Mr. Forest & Mr. Head:

At our meeting some while back in Grants pass with Mr. Head relative to retaining and signing U.S. 99. Highway from the north Grants pass interchange through Gold Hill, the final agreement was that U.S. 99 would be retained, for which we thank you, also that satisfactory signing would be installed to direct tourist off the freeway that were looking for tourist accommodations but to this date nothing has been done our tourist season is on and no signs to inform the tourist where to find motel and other accommodations along the Rogue River Recreation Area.

we are getting no tourist travel off the freeway 5 into our area since the freeway opened in this area last fall we haven't had a dime's worth of business since last Sept. How long are we required to sit here holding the bag. the small sign that was ^{put up} late last fall at the Rock point interchange is worthless and doesn't mean anything it is wrongly placed & hanging on the Rock point sign post it can not be seen or recognizable by the traveler moving along at 65 or 70 m.p.h. if we look close & we know its there we have to get to within about 50 ft. at slow speed to read it. we were promised a large sign reflectorized white or green. the sign Rock point was to be removed to a different location so as not to conflict with our 99 sign when erected.

there was to be a smaller sign 1000 or more ft back to the east ^{or south} to inform the tourist ^{looking for motel accommodations} they were approaching the

Howay 99 turnoff or Exit so they could slow down for the Exit. You see the north bound traffic is facing into the sun in the evening & is just impossible to see a small sign, it is very necessary that the sign be of a much larger type with large lettering ^{near} this: Exit take off there was also to be a change in the signing on US 99 at the bottom of the Ramp coming from Gold Hill going north with the 99 shield showing straight ahead instead of turning left to no. 5 freeway. A sign under the shield Reading tourist accommodation also was to be put up as there is a lot of travel through Gold Hill coming from Crocker Lake through the season that is now turned at this point over to no 5 freeway. and we get none of it.

The sign at the overpass at this interchange, to Medford & to Grants pass should be reset at an angle so it could not be read or noticed by the tourist traveling north that comes up to the stop sign at the top of the Ramp. as it is now this to Grants pass sign ^{with the 99 shield} staring them right in the eye ^{they} becomes reluctant in taking the right turn to 99 ^{unminded} he knows he is traveling by the way of Grants pass so he decides to go straight ahead & they are back on the freeway again and gone. this sign with a change of angle could still be plainly observable by any one coming from 99 at the bottom of the Ramp to get onto the freeway.

and of course the 99 shield at the Homestead interchange that now turns the south bound tourist on to the freeway to be replaced with a straight ahead 99 shield. there is also a 99 shield on the Medford & Grants pass post mentioned above at the top of the Ramp so no one will ever turn to the right to come by here when right in front of them there is a Shiny shield 99 to Grants Pass on the freeway. & at the bottom of the Ramp there is a 99 shield with an arrow pointing to the right and nothing our way the traffic is & has been led off

every direction except the $1\frac{1}{2}$ miles between the Rock Point interchange & the one at the Homestead on old 99 along the Rogue River all of us along here would like to know why this isent or hasent been corrected, we have our lifes savings invested here and every bit of the tourist travel has since the first of Sept 1961 and still is led away from us by wrongly placed signs & highway shields,

This calls for priority attention immediately for correction,

the 99 shield on the Grants pass sign at the top of the Ramp will have to come down at once, and a shield with a right turn arrow placed on the post across the Ramp from the stop sign to turn 99 tourist to the Right, and then at the bottom of the Ramp there ~~there~~ 99 shield with right turn arrow turning all 99 traffic to the Right.

there has to be a shield placed there showing 99 both ways 99 North & 99 South & this has to be done at once. there is an extra amount of travel on the freeway now and not out over here on 99. because there is absolute nothing to inform the tourist the motel accommodations are located on the old 99 ^{hi-way} way. we do not want any other ^{hi-way} name on the sign board ~~other than~~ U.S. 99

we are here attaching a fac-simile of the sign we want. erected near ~~near~~ Rock Point interchange exact as printed here no changes as this sign covers all business that has been cut off with ~~Special~~ ^{RECEIVED} Emphasis on tourist accommodations. Please ~~erect~~ ^{erect} at the Earliest possible date give this signing full priority as we have already been cut off 9 months

Shirwood Matk

Yours very truly
Mr & Mrs Archie Williams

We want the sign printed
or painted as the fac-simile shown.

Tourist accommodations

as the word facilities the way
has been using is the wrong word
in our business. The word
accommodations has more influence
more meaning more appeal with the
tourist.

Sherwood Hotel
Good Hill Ore

EXIT



TURN RIGHT

TO U.S. 99 NORTH BUSINESS AREA

TOURIST ACCOMMODATIONS

GOLD HILL THROUGH GRANTS PASS.

Paxson

*Gold Hill
3 days*

RECEIVED
FEB 23 1962

FOR FILING

February 15, 1962

The Honorable William H. Mill
President of The Senate
Hilo, Hawaii

Dear Sir:

I wish to acknowledge your letter of February 1st to Mr. J. Al. Head, Assistant Traffic Engineer, expressing your appreciation for the cooperation of the Department in adjusting signing along the freeway section of the Pacific Highway between Gold Hill and Grants Pass.

We are pleased that we were able to work out an adjustment which was satisfactory to Mr. Shoemaker and yourself. It did require a considerable amount of changing in signing at several locations, but we feel that the most recent adjustment in signing in this area will now serve the best interests of all concerned.

Very truly yours,

Forrest Cooper
State Highway Engineer

cc

Hon. Mark O. Hatfield
Forrest Cooper
G. S. Paxson
F. B. Crandall
L. R. Chandler

Tom Edwards
Assistant State Highway Engineer

JAH:tm

jw

WILLIAM H. HILL
PRESIDENT

L. J. Papan

**The Senate
The First Legislature
of the
State of Hawaii
General Session**



IOLANI PALACE
HONOLULU, HAWAII

Hilo, Hawaii
February 1, 1962

J. Al Head
Assistant Traffic Engineer
State of Oregon
Highway Department
Salem, Oregon

My dear Mr. Head:

Mr. Jack Shoemaker of Flycaster Motel in Gold Hill has written me that you have been most helpful and cooperative in getting the signs fixed up, and I want to thank you most sincerely for helping us out in this matter.

Mr. Shoemaker says that plans are entirely satisfactory and are of tremendous help to us.

With kindest regards and the season's greetings.

Very truly yours,

A handwritten signature in cursive script, appearing to read "W. H. Hill".

W. H. Hill

WHH:RFA

RECEIVED

FEB 5 1962

TRAFFIC ENGINEERING

**NOTED
J. AL HEAD**

RECEIVED
MAY 24 1962

FOR FILING

5668

May 23, 1962

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 7 covering the insulation of a 2-inch irrigation water pipe on the Homestead-Rock Point Section of the Pacific Highway in Jackson County, Contract No. 5608, in connection with Federal-Aid Project No. I-5-1(19)44.

On plan Sheet No. 3-A the notation that the 2" iron pipe crossing center line at Station 711+00 is to be insulated where crossing drain ditches each side of the highway. No provision is made in the Special Provisions or contract bid items for the insulation. The work was done during construction and this Order covers the contractor's claim for payment. It has been approved by the BPR District and Area Engineers.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
MAY 21 1962

FOR FILING

5619

May 23, 1962

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 6 covering emergency drainage and water line revision on the Homestead-Rock Point Section of the Pacific Highway in Jackson County, Contract No. 5608, in connection with Federal-Aid Project No. I-5-1(19)44.

This order covers claims by the contractor for work performed, most of it as emergency work, for which payment has not been made. Copies of the letter from our Division Office in explanation are attached. Approval has been verbally recommended by the DFR Area Engineer.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:jb
Enc.

RECEIVED
MAY 16 1962

FORM E-90X-80M-5-61-10002

FOR FILING

5618

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 15, 1962

SUBJECT: Homestead-Rock Point Section
Contract No. 5608

To:

Mr. L. H. Young
Office Engineer
BUILDING

Enclosed find Extra Work Orders No. 6 and No. 7 for various items which settles all the claims presented by the contractor on this project for a total payment of \$753.80. The Bureau of Public Roads has approved these Extra Work Orders and will participate in the claim settlements.

Your approval is recommended and it is requested that you prepare a post-final estimate to cover the matter.

F. D. Morgan
Construction Engineer

By

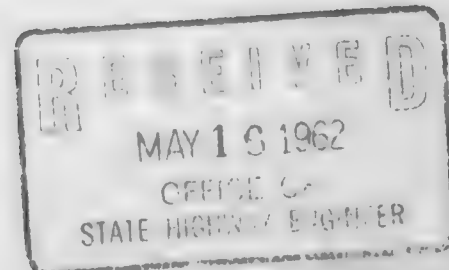
F. J. Klaboe

F. J. Klaboe
Assistant Construction Engineer

FBK:fp

Enc.

cc R. L. Porter ✓
L. R. Chandler



RECEIVED
MAY 16 1962

COMMISSIONERS

GLENN E. JACKSON, CHAIRMAN
MEDFORD

KENNETH N. FRIDLEY, MEMBER
WASCO

DAVID B. SIMPSON, MEMBER
PORTLAND

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM 10

May 15, 1962

Roy L. Houck Sons' Corporation
1585 20th Street N. E.
Salem, Oregon

Homestead-Rock Point Section
Contract No. 5608

Gentlemen:

A few days ago, a meeting was held in the office of the Construction Engineer to discuss outstanding claims on this project. At that time, there were four claims presented by your organization. They are listed below:

1. Lower conduit set at the wrong elevation because of a staking error:	\$ 29.16
2. Replace water line damaged during excavation below grade:	\$350.06
3. Relay water line broken under a deep fill:	\$257.49
4. Insulate water pipe line:	\$117.09
Total of all the claims presented therefore is:	\$753.80

We have thoroughly investigated the supporting information for these claims and found that in all cases the State is liable for payment.

Under the circumstances, we will process Extra Work Orders No. 6 and No. 7 which will settle all outstanding claims on this project.

Very truly yours,

Forrest Cooper
State Highway Engineer

FBK:fp
cc R. L. Porter
L. H. Young
L. R. Chandler

By *F. B. Klaboe*
F. B. Klaboe

Assistant Construction Engineer



RECEIVED

Monthly transaction number

FOR FILING 568

Project report number

I-5-1(19)44

PR-2A
(5-57)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State

Oregon

County

Jackson

Project number

I-5-1(19)44

MODIFICATION OF FEDERAL-AID

PROJECT AGREEMENT

5-3-62

5608 The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on April 19, 1960, is hereby modified as follows:

Revised estimated total cost of project \$ 1,028,665.00

Revised Federal funds \$ 947,400.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 3 day of May, 1962.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By R. L. Fortin

Asst. State Highway Engineer
(Title)

By _____

(Title)

By _____

(Title)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

XX C. G. Polk
Division Engineer

By: L. R. Backlund
L. R. Backlund
Administrative Manager

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

DATE: April 23, 1962

FROM : *C. G. Folk*
C. G. Folk, Division Engineer
Salem, Oregon

RECEIVED
TO: *Young*
FROM:

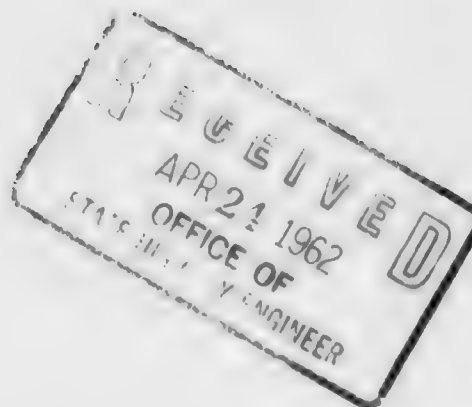
SUBJECT: Proposed Modification of Federal-aid Project Agreement

Attached are two copies of proposed modification of a Federal-aid project agreement for the following project:

I-5-1(19)44 Homestead-Rock Point Section

If the project agreement is satisfactory, it should be signed and returned to this office.

Attachment



Nash

May 1, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of
project agreement, signed by a Highway Official, for the
Homestead-Rock Point Section, Project No. I-5-1(19)44.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RNC:er

Contract 5608 *4-19-60*

RECEIVED MONTHLY TRANSACTIONS NO. <i>41060</i> APR 19 1960	Form 2 (9-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State Oregon County Jackson Project No. I-5-1(19)44
FEDERAL-AID PROJECT AGREEMENT		
<i>5608</i> The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.		
Project termini US 99, Homestead to Rock Point		
Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	2-11-60	2.2
Other (Specify)		
FUNDS		
Estimated total cost of project \$ 878,040	Federal funds \$ 807,000	
The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.		
OREGON STATE HIGHWAY DEPARTMENT (Official name of Highway Department) By <u><i>[Signature]</i></u> State Highway Engineer (title) By _____ (title) By _____ (title)	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS By <u><i>[Signature]</i></u> C. G. Polk Division Engineer By <u><i>[Signature]</i></u> R. G. Wright Administrative Manager Date executed by Division Engineer <u>April 19, 1960</u>	

April 14, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Homestead-Rock
Point Section, Project No. I-5-1(19)44.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

ENC: 1b6

April 4, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
for project agreement for the Homestead-Rock Point Section,
Project I-5-1 (19) 44.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Enc.
RNC:sw

Oregon State Highway Department

Federal Aid
Project No. 1-5-1(19)44

HOMESTEAD-ROCK POINT SECTION OF THE
PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 4, 1960

Type Code 0010

Roadway (Sta. 698+35.50 to Sta. 815+50) (Contract No. 5608)

Clearing and Grubbing	All Required	\$	\$ 10,000.00
Drainage Excavation, Unclassified	6,900 cu. yds.	3.00	20,700.00
Structural Excavation, Unclassified	120 cu. yds.	3.00	360.00
General Excavation, Unclassified (Location "A")	112,000 cu. yds.	0.21	23,520.00
General Excavation, Unclassified (Location "B")	296,000 cu. yds.	0.65	192,400.00
Short Overhaul	1,800,000 yd. sta.	0.005	9,000.00
Long Overhaul	192,000 C-yd. sta.	0.30	57,600.00
Finishing Roadbed and Slopes	All Required		1,500.00
Rounding Cutbanks	5,000 lin. ft.	0.15	750.00
Furnishing and Placing Topsoil	19,000 cu. yds.	0.50	9,500.00
15-inch Corrugated Metal Pipe	120 lin. ft.	3.50	420.00
18-inch Corrugated Metal Pipe	490 lin. ft.	4.12	2,018.80
60-inch Corrugated Metal Pipe	900 lin. ft.	35.50	30,150.00
12-inch Concrete Pipe	120 lin. ft.	2.50	300.00
15-inch Concrete Pipe	850 lin. ft.	3.50	2,975.00
18-inch Concrete Pipe	1,820 lin. ft.	3.85	7,007.00
24-inch Concrete Pipe	200 lin. ft.	4.60	920.00
48-inch Concrete Pipe	190 lin. ft.	17.00	3,230.00
Extra for Pipe Under Pavement	120 lin. ft.	2.00	240.00
15-inch Culvert End Sections	12 only	35.00	420.00
18-inch Culvert End Sections	7 only	38.00	266.00
24-inch Culvert End Sections	5 only	55.00	275.00
6-inch Perforated Metal Drain Pipe	680 lin. ft.	1.97	1,339.60
8-inch Perforated Metal Drain Pipe	770 lin. ft.	2.27	1,747.90
Special Backfill in Drains	200 cu. yds.	6.00	1,200.00
1 1/2-inch Galvanized Water Pipe	1,000 lin. ft.	1.05	1,050.00
2-inch Galvanized Water Pipe	1,040 lin. ft.	1.20	1,248.00
3-inch Galvanized Water Pipe	26 lin. ft.	1.90	49.40
6-inch Coated Steel Pipe, 10 Gage	2,100 lin. ft.	2.50	5,250.00
8-inch Coated Steel Pipe, 7 Gage	1,660 lin. ft.	3.60	5,976.00
10-inch Coated Steel Pipe, 7 Gage	900 lin. ft.	4.90	4,410.00
12-inch Coated Steel Pipe, 7 Gage	3,460 lin. ft.	5.00	17,300.00
14-inch Coated Steel Pipe, 7 Gage	670 lin. ft.	7.00	4,690.00
16-inch Coated Steel Pipe, 7 Gage	780 lin. ft.	9.20	7,176.00
1 1/2-inch Gate Valves	2 only	35.00	70.00
2-inch Gate Valves	5 only	50.00	250.00
3-inch Gate Valves	5 only	63.00	315.00
4-inch Gate Valves	12 only	71.00	852.00
6-inch Gate Valves	16 only	125.00	2,000.00
8-inch Gate Valves	2 only	200.00	400.00
12-inch Gate Valves	2 only	475.00	950.00

14-inch Gate Valves	1 only	700.00	\$ 700.00
16-inch Gate Valves	1 only	1,000.00	1,000.00
6-inch Metal Slide Gates	1 only	100.00	100.00
10-inch Metal Slide Gates	1 only	105.00	105.00
12-inch Metal Slide Gates	3 only	115.00	345.00
14-inch Metal Slide Gates	1 only	105.00	105.00
16-inch Metal Slide Gates	2 only	105.00	210.00
18-inch Metal Slide Gates	2 only	120.00	240.00
Class "A" Concrete in Irrigation Structures	36 cu. yds.	100.00	3,600.00
Metal Reinforcement in Irrigation Structures	2,460 lbs.	0.16	393.60
Concrete Ditch Lining	2,100 sq. yds.	6.50	13,650.00
Metal Flume and Trestle	130 lin. ft.	25.00	3,250.00
Type 2 Fence	1,400 rods	6.50	9,100.00
Loose Riprap	2,560 cu. yds.	3.00	7,680.00
Coarse Crushed Material in Base	4,200 cu. yds.	3.90	16,380.00
3/4" - 0 Material in Binder Course	560 cu. yds.	3.90	2,184.00
Sprinkling	110 H-gal.	4.00	440.00
3/4" - 0 Material in Binder Course	26 cu. yds.	8.00	208.00
BC-3 Asphalt	4 tons	80.00	320.00
Class "B" Asphaltic Concrete	70 tons	15.00	1,050.00
			<u>\$490,886.30</u>
Flagging (57% of Contractor's Cost)	All Required		3,000.00
Seeding and Mulching	All Required		6,000.00
Work by Pacific Tel. Northwest Co.	All Required		3,600.00
Signaling (Temporary)	All Required		1,000.00
Work by California Ore. Power Co.	All Required		1,400.00
			<u>Subtotal</u>
			\$505,886.30
Lamp Sun Reduction (62%)			<u>6,820.00</u>
			<u>Subtotal</u>
			\$499,066.30
			<u>10% Engr. & Cont.</u>
			49,906.70
			<u>Total</u>
			\$548,972.00

Type Code K231Homestead Overcrossing (Sta. 700+65.08 to Sta. 703+42.38) (Contract No. 5806)

Bridge Structural Excavation	535 cu. yds.	23.00	12,305.00
Furnish 10" BP 42# Steel Piling	2,580 lin. ft.	4.00	10,320.00
Drive Steel Piles	79 only	40.00	3,160.00
Splice Steel Piles	10 only	0.01	0.10
Class "A" Concrete (1,429) Cu. Yds.	All Required (66%)		84,337.59
Metal Reinforcement (357,000 Lbs.)	All Required (66%)		38,940.00
Structural Steel (305,100 Lbs.)	All Required		66,389.00
8-inch Metal Drain Pipe	245 lin. ft.	3.00	735.00
Concrete Slab Riprap	730 sq. yds.	7.00	5,110.00
Post Tensioning Girder Seats	All Required		1,800.00
			<u>\$223,096.69</u>

Type Code 1721Rock Point Undercrossing (Sta. 1+790+96.99)

Bridge Structural Excavation	240 cu. yds.	23.00	\$ 5,520.00
Furnish 10" HP 42# Steel Piling	200 lin. ft.	4.00	800.00
Drive Steel Piles	4 only	40.00	160.00
Furnish Treated Timber Piling	3,550 lin. ft.	1.30	4,615.00
Drive Timber Piles	90 only	30.00	2,700.00
Class "A" Concrete (729 Cu. Yds)	All Required (34.5)		43,446.64
Metal Reinforcement (181,400 Lbs.)	All Required (34.5)		20,060.00
8-inch Metal Drain Pipe	115 lin. ft.	3.00	345.00
Concrete Slab Riprap	370 sq. yds.	7.00	2,590.00
			<u>\$ 80,236.64</u>
	Subtotal		\$303,333.33
Lump Sum Reduction (38%)			<u>4,180.00</u>
	Subtotal		\$299,153.33
	10% Engr. & Cont.		<u>29,915.67</u>
	Total		<u>\$329,068.00</u>

Length of Roadway - - - - - 2.166 Miles
 Length of 2 Structures - - - - 0.053 Miles
 Total Length - - - - - 2.219 Miles
 Cost of Roadway Per Mile - - - \$253,449.67

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$548,972.00	\$503,000.00	\$45,972.00
Structure	<u>329,068.00</u>	<u>302,000.00</u>	<u>27,068.00</u>
	\$878,040.00	\$805,000.00	\$71,040.00

State Funds For Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529,
laws 1939.

State Funds for Maint: Chap. 529, laws 1939.

HEMSTEAD-ROCK POINT SECTION

PROJECT NO. I-5-1 (19) 44

Estimated cost of work by California Ocean Power Co.

Labor	727.51
Material	707.69
Equipment	205.20
Salvage Credit	<u>100.00</u> Cr.
	21,440.40

Use 1,400.00

Estimated cost of work by Pacific Tel. Northwest Co. (PT & T Co.)

Labor	845.00
Materials	1,396.00
Equipment	179.00
Contractors Bills	1,300.00
Salvage Credit	<u>76.00</u> Cr.
	83,642.00

Use 3,600.00

Oregon State Highway Department

Federal Aid
Project No. I-5-1(19)44

HOMESTAD-ROCK POINT SECTION OF THE

PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 17, 1960

Type Code 0010

Roadway (Sta. 698+35.50 to Sta. 815+50)

Clearing and Grubbing	All Required		\$ 15,000.00
Drainage Excavation, Unclassified	6,900 cu. yds.	\$3.00	20,700.00
Structural Excavation, Unclassified	120 cu. yds.	5.00	600.00
General Excavation, Unclassified (Location "A")	112,000 cu. yds.	0.28	31,360.00
General Excavation, Unclassified (Location "B")	296,000 cu. yds.	0.80	236,800.00
Short Overhaul	1,800,000 yd. sta.	0.0075	13,500.00
Long Overhaul	192,000 C-yd. sta.	0.30	57,600.00
Finishing Roadbed and Slopes	All Required		3,000.00
Rounding Cutbanks	5,000 lin. ft.	0.20	1,000.00
Furnishing and Placing Topsoil	19,000 cu. yds.	1.50	28,500.00
15-inch Corrugated Metal Pipe	120 lin. ft.	4.25	510.00
18-inch Corrugated Metal Pipe	490 lin. ft.	5.00	2,450.00
60-inch Corrugated Metal Pipe	900 lin. ft.	32.00	28,800.00
12-inch Concrete Pipe	120 lin. ft.	2.50	300.00
15-inch Concrete Pipe	850 lin. ft.	3.50	2,975.00
18-inch Concrete Pipe	1,820 lin. ft.	4.50	8,190.00
24-inch Concrete Pipe	200 lin. ft.	6.00	1,200.00
48-inch Concrete Pipe	190 lin. ft.	15.00	2,850.00
Extra for Pipe Under Pavement	120 lin. ft.	3.00	360.00
15-inch Culvert End Sections	12 only	40.00	480.00
18-inch Culvert End Sections	7 only	50.00	350.00
24-inch Culvert End Sections	5 only	65.00	325.00
6-inch Perforated Metal Drain Pipe	680 lin. ft.	2.00	1,360.00
8-inch Perforated Metal Drain Pipe	770 lin. ft.	2.50	1,925.00
Special Backfill in Drains	200 cu. yds.	6.00	1,200.00
1 1/2-inch Galvanized Water Pipe	1,000 lin. ft.	1.25	1,250.00
2-inch Galvanized Water Pipe	1,040 lin. ft.	1.50	1,560.00
3-inch Galvanized Water Pipe	26 lin. ft.	2.00	52.00
6-inch Coated Steel Pipe, 10 Gage	2,100 lin. ft.	2.65	5,565.00
8-inch Coated Steel Pipe, 7 Gage	1,660 lin. ft.	3.65	6,059.00
10-inch Coated Steel Pipe, 7 Gage	900 lin. ft.	4.20	3,780.00
12-inch Coated Steel Pipe, 7 Gage	3,460 lin. ft.	4.75	16,435.00
14-inch Coated Steel Pipe, 7 Gage	670 lin. ft.	6.00	4,020.00
16-inch Coated Steel Pipe, 7 Gage	780 lin. ft.	7.00	5,460.00
1 1/2-inch Gate Valves	2 only	15.00	30.00
2-inch Gate Valves	5 only	20.00	100.00
3-inch Gate Valves	5 only	35.00	175.00
4-inch Gate Valves	12 only	100.00	1,200.00
6-inch Gate Valves	16 only	200.00	3,200.00
8-inch Gate Valves	2 only	325.00	650.00

12-inch Gate Valves	2 only	\$475.00	\$ 950.00
14-inch Gate Valves	1 only	600.00	600.00
16-inch Gate Valves	1 only	900.00	900.00
6-inch Metal Slide Gates	1 only	60.00	60.00
10-inch Metal Slide Gates	1 only	75.00	75.00
12-inch Metal Slide Gates	3 only	90.00	270.00
14-inch Metal Slide Gates	1 only	100.00	100.00
16-inch Metal Slide Gates	2 only	110.00	220.00
18-inch Metal Slide Gates	2 only	125.00	250.00
Class "A" Concrete in Irrigation Structures	36 cu. yds.	100.00	3,600.00
Metal Reinforcement in Irrigation Structures	2,460 lbs.	0.25	615.00
Concrete Ditch Lining	2,100 sq. yds.	6.00	12,600.00
Metal Flume and Trestle	130 lin. ft.	30.00	3,900.00
Type 2 Fence	1,400 rods	6.50	9,100.00
Loose Riprap	2,560 cu. yds.	2.50	6,400.00
Coarse Crushed Material in Base	4,200 cu. yds.	4.00	16,800.00
3/4" - 0 Material in Base	560 cu. yds.	4.25	2,380.00
Sprinkling	110 M-gal.	3.00	330.00
3/4" - 0 Material in Binder Course	26 cu. yds.	6.00	156.00
BC-3 Asphalt	4 tons	80.00	320.00
Class "B" Asphaltic Concrete	70 tons	10.00	700.00
Flagging (57 1/2% of Contractor's Cost)	All Required		\$571,197.00
Seeding and Mulching	All Required		3,000.00
Work by Pacific Tel. Northwest Co.	All Required		6,000.00
Signing (Temporary)	All Required		4,000.00
			<u>1,000.00</u>
Subtotal			\$585,197.00
10% Engr. & Cont.			58,519.00
Total			<u>\$643,716.00</u>

Type Code I231Homestead Overcrossing (Sta. 700+65.08 to Sta. 703+42.58)

Bridge Structural Excavation	535 cu. yds.	\$6.00	\$ 3,210.00
Furnish 10" BP 42# Steel Piling	2,580 lin. ft.	5.00	12,900.00
Drive Steel Piles	79 only	65.00	5,135.00
Splice Steel Piles	10 only	45.00	450.00
Class "A" Concrete (1,429 cu.yds. at \$65.00)	All Required		92,885.00
Metal Reinforcement (357,000 lbs. at \$0.125)	All Required		44,625.00
Structural Steel (305,100 lbs. at \$0.27)	All Required		82,377.00
8-inch Metal Drain Pipe	245 lin. ft.	4.00	980.00
Concrete Slab Riprap	730 sq. yds.	7.00	5,110.00
Post-Tensioning Girder Seats	All Required		8,000.00
			<u>\$255,672.00</u>

Type Code X721Rock Point Undercrossing (Sta. Ls 790+96.99)

Bridge Structural Excavation	240 cu. yds.	\$6.00	\$ 1,440.00
Furnish 10" BP 42# Steel Piling	200 lin. ft.	5.00	1,000.00
Drive Steel Piles	4 only	65.00	260.00
Furnish Treated Timber Piling	3,550 lin. ft.	1.30	4,615.00
Drive Timber Piles	90 only	55.00	4,950.00
Class "A" Concrete (729 cu.yds. at \$65.00)	All Required		47,385.00
Metal Reinforcement (181,400 lbs. at \$0.125)	All Required		22,675.00
8-inch Metal Drain Pipe	115 lin. ft.	4.00	460.00
Concrete Slab Riprap	370 sq. yds.	7.00	2,590.00
			<u>\$ 85,375.00</u>
	Subtotal		\$341,047.00
	10% Engr. & Cont.		<u>34,104.00</u>
	Total		<u>\$375,151.00</u>

Length of Roadway - - - - - 2.166 Miles
 Length of 2 Structures - - - - 0.053 Mile
 Total Length - - - - - 2.219 Miles
 Cost of Roadway Per Mile - - - \$297,191.13

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$ 643,716.00	\$592,000.00	\$51,716.00
Structure	<u>375,151.00</u>	<u>343,000.00</u>	<u>32,151.00</u>
	\$1,018,867.00	\$935,000.00	\$83,867.00

Oregon State Highway Department

Federal Aid
Project No. I-5-1(19)44HOMESTEAD-ROCK POINT SECTION OF THE
PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 9, 1960

Type Code 0010

Roadway (Sta. 698+35.50 to Sta. 815+50)

Clearing and Grubbing	All Required	\$	\$ 15,000.00
Drainage Excavation, Unclassified	6,900 cu. yds.	3.00	20,700.00
Structural Excavation, Unclassified	120 cu. yds.	5.00	600.00
General Excavation, Unclassified (Location "A")	112,000 cu. yds.	0.28	31,360.00
General Excavation, Unclassified (Location "B")	296,000 cu. yds.	0.80	236,800.00
Short Overhaul	1,800,000 yd. sta.	0.0075	13,500.00
Long Overhaul	192,000 C-yd. sta.	0.30	57,600.00
Finishing Roadbed and Slopes	All Required		3,000.00
Rounding Cutbanks	5,000 lin. ft.	0.20	1,000.00
Furnishing and Placing Topsoil	19,000 cu. yds.	1.50	28,500.00
15-inch Corrugated Metal Pipe	120 lin. ft.	4.25	510.00
18-inch Corrugated Metal Pipe	490 lin. ft.	5.00	2,450.00
60-inch Corrugated Metal Pipe	900 lin. ft.	32.00	28,800.00
12-inch Concrete Pipe	120 lin. ft.	2.50	300.00
15-inch Concrete Pipe	850 lin. ft.	3.50	2,975.00
18-inch Concrete Pipe	1,820 lin. ft.	4.50	8,190.00
24-inch Concrete Pipe	200 lin. ft.	6.00	1,200.00
48-inch Concrete Pipe	190 lin. ft.	15.00	2,850.00
Extra for Pipe Under Pavement	120 lin. ft.	3.00	360.00
15-inch Culvert End Sections	12 only	40.00	480.00
18-inch Culvert End Sections	7 only	50.00	350.00
24-inch Culvert End Sections	5 only	65.00	325.00
6-inch Perforated Metal Drain Pipe	680 lin. ft.	2.00	1,360.00
8-inch Perforated Metal Drain Pipe	770 lin. ft.	2.50	1,925.00
Special Backfill in Drains	200 cu. yds.	6.00	1,200.00
1 1/2-inch Galvanized Water Pipe	1,000 lin. ft.	1.25	1,250.00
2-inch Galvanized Water Pipe	1,040 lin. ft.	1.50	1,560.00
3-inch Galvanized Water Pipe	26 lin. ft.	2.00	52.00
6-inch Coated Steel Pipe, 10 Gage	2,100 lin. ft.	2.65	5,565.00
8-inch Coated Steel Pipe, 7 Gage	1,660 lin. ft.	3.65	6,059.00
10-inch Coated Steel Pipe, 7 Gage	900 lin. ft.	4.20	3,780.00
12-inch Coated Steel Pipe, 7 Gage	3,460 lin. ft.	4.75	16,435.00
14-inch Coated Steel Pipe, 7 Gage	670 lin. ft.	6.00	4,020.00
16-inch Coated Steel Pipe, 7 Gage	780 lin. ft.	7.00	5,460.00
1 1/2-inch Gate Valves	2 only	15.00	30.00
2-inch Gate Valves	5 only	20.00	100.00
3-inch Gate Valves	5 only	35.00	175.00
4-inch Gate Valves	12 only	100.00	1,200.00
6-inch Gate Valves	16 only	200.00	3,200.00
8-inch Gate Valves	2 only	325.00	650.00
12-inch Gate Valves	2 only	475.00	950.00

14-inch Gate Valves	1 only	\$600.00	\$ 600.00
16-inch Gate Valves	1 only	900.00	900.00
6-inch Metal Slide Gates	1 only	60.00	60.00
10-inch Metal Slide Gates	1 only	75.00	75.00
12-inch Metal Slide Gates	3 only	90.00	270.00
14-inch Metal Slide Gates	1 only	100.00	100.00
16-inch Metal Slide Gates	2 only	110.00	220.00
18-inch Metal Slide Gates	2 only	125.00	250.00
Class "A" Concrete in Irrigation Structures	36 cu. yds.	100.00	3,600.00
Metal Reinforcement in Irrigation Structures	2,460 lbs.	0.25	615.00
Concrete Ditch Lining	2,100 sq. yds.	6.00	12,600.00
Metal Flume and Trestle	130 lin. ft.	30.00	3,900.00
Type 2 Fence	1,400 rods	6.50	9,100.00
Loose Riprap	2,560 cu. yds.	2.50	6,400.00
Coarse Crushed Material in Base	4,200 cu. yds.	4.00	16,800.00
3/4" - 0 Material in Base	560 cu. yds.	4.25	2,380.00
Sprinkling	110 M-gal.	3.00	330.00
3/4" - 0 Material in Binder Course	26 cu. yds.	6.00	156.00
RC-3 Asphalt	4 tons	80.00	320.00
Class "B" Asphaltic Concrete	70 tons	10.00	700.00
			<u>\$571,197.00</u>
Flagging (57 1/2% of Contractor's Cost)	All Required		3,000.00
Seeding and Mulching	All Required		6,000.00
Work by Pacific Tel. Northwest Co.	All Required		4,000.00
Signing (Temporary)	All Required		1,000.00
			<u>58,519.00</u>
	Subtotal		\$585,197.00
	10% Engr. & Cont.		58,519.00
	Total		<u>\$643,716.00</u>

Type Code X231Honestead Overcrossing (Sta. 700+65.08 to Sta. 703+42.58)

Bridge Structural Excavation	535 cu. yds.	\$6.00	\$ 3,210.00
Furnish 10" BP 42# Steel Piling	2,580 lin. ft.	5.00	12,900.00
Drive Steel Piles	79 only	65.00	5,135.00
Splice Steel Piles	10 only	45.00	450.00
Class "A" Concrete (1,429 Cu.Yds. at \$65.00)	All Required		92,885.00
Metal Reinforcement (357,000 Lbs. at \$0.125)	All Required		44,625.00
Structural Steel (299,800 Lbs. at \$0.27)	All Required		80,946.00
8-inch Metal Drain Pipe	245 lin. ft.	4.00	980.00
Concrete Slab Riprap	730 sq. yds.	7.00	5,110.00
Post-Tensioning Girder Seats	All Required		8,000.00
			<u>\$254,241.00</u>

Type Code X721Rock Point Undercrossing (Sta. Is 790+96.99)

Bridge Structural Excavation	240 cu. yds.	\$6.00	\$ 1,440.00
Furnish 10" BP 42# Steel Piling	200 lin. ft.	5.00	1,000.00
Drive Steel Piles	4 only	65.00	260.00
Furnish Treated Timber Piling	3,550 lin. ft.	1.30	4,615.00
Drive Timber Piles	90 only	55.00	4,950.00
Class "A" Concrete (729 Cu.Yds. at \$65.00)	All Required		47,385.00
Metal Reinforcement (181,400 Lbs. at \$0.125)	All Required		22,675.00
8-inch Metal Drain Pipe	115 lin. ft.	4.00	460.00
Concrete Slab Riprap	370 sq. yds.	7.00	2,590.00
			<u>\$ 85,375.00</u>
	Subtotal		\$339,616.00
	10% Engr. & Cont.		33,961.00
	Total		<u>\$373,577.00</u>

Length of Roadway - - - - - 2.166 Miles
Length of 2 Structures- - - - 0.053 Mile
Total Length- - - - - 2.219 Miles
Cost of Roadway Per Mile- - - \$297,191.13

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$ 643,716.00	\$592,000.00	\$51,716.00
Structure	<u>373,577.00</u>	<u>343,000.00</u>	<u>30,577.00</u>
	\$1,017,293.00	\$935,000.00	\$82,293.00

OREGON STATE HIGHWAY DEPARTMENT

Federal A14
Project No. I-5-1(19)44

HOMESTEAD-ROCK POINT SECTION OF THE
PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate revised to include additional utility work. Not as a basis for project agreement.)

Salem, Oregon, March 16, 1960

Type Code 0010

Roadway (Sta. 698+35.50 to Sta. 815+50)

Clearing and Grubbing	All Required		\$ 15,000.00
Drainage Excavation, Unclassified	6,900 cu.yds.	\$ 3.00	20,700.00
Structural Excavation, Unclassified	120 cu.yds.	5.00	600.00
General Excavation, Unclassified, (Location "A")	112,000 cu.yds.	.28	31,360.00
General Excavation, Unclassified, (Location "B")	296,000 cu.yds.	.80	236,800.00
Short Overhaul	1,800,000 yd.sta.	.0075	13,500.00
Long Overhaul	192,000 C-yd.sta.	.30	57,600.00
Finishing Roadbed and Slopes	All Required		3,000.00
Rounding Outbanks	5,000 lin.ft.	.20	1,000.00
Purchasing and Placing Topsoil	19,000 cu.yd.	1.50	28,500.00
15-inch Corrugated Metal Pipe	120 lin.ft.	4.25	510.00
18-inch Corrugated Metal Pipe	490 lin.ft.	5.00	2,450.00
60-inch Corrugated Metal Pipe	900 lin.ft.	32.00	28,800.00
12-inch Concrete Pipe	120 lin.ft.	2.50	300.00
15-inch Concrete Pipe	850 lin.ft.	3.50	2,975.00
18-inch Concrete Pipe	1,820 lin.ft.	4.50	8,190.00
24-inch Concrete Pipe	200 lin.ft.	6.00	1,200.00
48-inch Concrete Pipe	190 lin.ft.	15.00	2,850.00
Extra for Pipe under Pavement	120 lin.ft.	3.00	360.00
15-inch Culvert End Sections	12 only	40.00	480.00
18-inch Culvert End Sections	7 only	50.00	350.00
24-inch Culvert End Sections	5 only	65.00	325.00
6-inch Perforated Metal Drain Pipe	680 lin.ft.	2.00	1,360.00
8-inch Perforated Metal Drain Pipe	770 lin.ft.	2.50	1,925.00
Special Backfill in Drains	200 cu.yds.	6.00	1,200.00
12" Galvanized Water Pipe	1,000 lin.ft.	1.25	1,250.00
2-inch Galvanized Water Pipe	1,040 lin.ft.	1.50	1,560.00
3-inch Galvanized Water Pipe	26 lin.ft.	2.00	52.00
6-inch Coated Steel Pipe, 10 Gage	2,100 lin.ft.	2.65	5,565.00
8-inch Coated Steel Pipe, 7 Gage	1,660 lin.ft.	3.65	6,059.00
10-inch Coated Steel Pipe, 7 Gage	900 lin.ft.	4.20	3,780.00
12-inch Coated Steel Pipe, 7 Gage	3,460 lin.ft.	4.75	16,435.00
14-inch Coated Steel Pipe, 7 Gage	670 lin.ft.	6.00	4,020.00
16-inch Coated Steel Pipe, 7 Gage	780 lin.ft.	7.00	5,460.00
12-inch Gate Valves	2 only	15.00	30.00
2-inch Gate Valves	5 only	20.00	100.00
3-inch Gate Valves	5 only	35.00	175.00
4-inch Gate Valves	12 only	100.00	1,200.00
6-inch Gate Valves	16 only	200.00	3,200.00
8-inch Gate Valves	2 only	325.00	650.00
12-inch Gate Valves	2 only	475.00	950.00
14-inch Gate Valves	1 only	600.00	600.00

16-inch Gate Valves	1 only	\$900.00	\$ 900.00
6-inch Metal Slide Gates	1 only	60.00	60.00
10-inch Metal Slide Gates	1 only	75.00	75.00
12-inch Metal Slide Gates	3 only	90.00	270.00
14-inch Metal Slide Gates	1 only	100.00	100.00
16-inch Metal Slide Gates	2 only	110.00	220.00
18-inch Metal Slide Gates	2 only	125.00	250.00
Class "A" Concrete in Irrigation Structures	36 cu.yd.	100.00	3,600.00
Metal Reinforcement in Irrigation Structures	2,460 lbs.	.25	615.00
Concrete Ditch Lining	2,100 sq.yds.	6.00	12,600.00
Metal Flume and Trestle	130 lin.ft.	30.00	3,900.00
Type 2 Fence	1,400 rods	6.50	9,100.00
Loose Riprap	2,560 cu.yds.	2.50	6,400.00
Coarse Crushed Material in Base	4,200 cu.yds.	4.00	16,800.00
3/4" - C Material in Base	560 cu.yds.	4.25	2,380.00
Sprinkling	110 M-gal.	3.00	330.00
3/4" - O Material in Binder Course	26 cu.yds.	6.00	156.00
RC-3 Asphalt	4 tons	80.00	320.00
Class "B" Asphaltic Concrete	70 tons	10.00	700.00
			<u>\$571,197.00</u>
Flagging (57 1/2% of Contractor's Cost)	All Required		3,000.00
Seeding and Mulching	All Required		6,000.00
Work by Pacific Tel. Northwest Co.	All Required		4,000.00
Signing (Temporary)	All Required		1,000.00
Work by California Oregon Power Co.	All Required		<u>1,400.00</u>
			<u>\$586,597.00</u>
			10% Engr. & Cont.
			<u>58,659.00</u>
			<u>\$645,256.00</u>

Type Code X231

Hanford Overcrossing (Sta. 700+65.08 to Sta. 703+12.58)

Bridge Structural Excavation	535 cu.yds.	6.00	3,210.00
Furnish 10" HP 42# Steel Piling	2,580 lin.ft.	5.00	12,900.00
Drive Steel Piles	79 only	65.00	5,135.00
Splice Steel Piles	10 only	45.00	450.00
Class "A" Concrete (1,429 cu.yds. at \$65.00)	All Required		92,885.00
Metal Reinforcement (357,000 lbs. at \$0.125)	All Required		44,625.00
Structural Steel (305,100 lbs. at \$0.27)	All Required		82,377.00
8-inch Metal Drain Pipe	245 lin.ft.	4.00	980.00
Concrete Slab Riprap	730 sq.yds.	7.00	5,110.00
Post Tensioning Girder Seats	All Required		<u>8,000.00</u>
			<u>\$255,672.00</u>

Type Code X721

Rock Point Undercrossing (Sta. 1a 790+96.99)

Bridge Structural Excavation	240 cu.yds.	\$ 6.00	\$ 1,440.00
Furnish 10" HP A2# Steel Piling	200 lin.ft.	5.00	1,000.00
Drive Steel Piles	4 only	65.00	260.00
Furnish Treated Timber Piling	3,550 lin.ft.	1.30	4,615.00
Drive Timber Piles	90 only	55.00	4,950.00
Class "A" Concrete (729 Cu.Yds. at \$65.)	All Required		47,385.00
Metal Reinforcement (181,400 lbs. at \$0.125)	All Required		22,675.00
8-inch Metal Drain Pipe	115 lin.ft.	4.00	460.00
Concrete Gab Riprap	370 sq.yds.	7.00	2,590.00
			<u>\$ 85,375.00</u>
	Subtotal		\$341,047.00
	10% Engr. & Cont.		<u>34,104.00</u>
	Total		\$375,151.00

Length of Roadway	2.166 miles
Length of 2 Structures	0.053 mile
Total Length	2.219 miles
Cost of Roadway per mile	\$297,902.12

SUMMARY OF FUNDS

<u>Description</u>	<u>Total Cost</u>	<u>Federal Funds</u>	<u>State Funds</u>
Roadway	\$ 645,256.00	\$592,000.00	\$53,256.00
Structure	<u>375,151.00</u>	<u>343,000.00</u>	<u>32,151.00</u>
	\$ 1,020,407.00	\$935,000.00	\$85,407.00

HOMESTEAD-ROCK POINT SECTION

Project No. I-5-1(19)44

Estimated cost of work by California Oregon Power Co.

Lebor	\$ 727.51
Material	707.69
Equipment	105.20
Salvage Credit	<u>Gr. 100.00</u>
	\$1,440.40
	<u>Use \$1,400.00</u>

RECEIVED
MAY 3 1962

FORM E-30X-50M-6-61-36682

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

May 1, 1962

SUBJECT: Homestead-Rock Point Section
Contract No. 5608

To: Mr. L. R. Chandler
Division Engineer
State Highway Department
Roseburg, Oregon

The contractor on this project, Roy L. Houck Sons' Corporation, has submitted a claim for extra compensation on this project. The claim is in the total amount of \$117.09 and is for the work involved in insulating a water pipe which crosses a ditch near Station 707+00.

We have analyzed this claim, taking into account all the facts contained within the plans and specifications for the job, and believe that the claim is legitimate, depending upon the justification of the amount involved.

In this connection I am forwarding to you the Force Account Statements submitted to us by the contractor. Please approve them if they are proper and re-submit them to this office along with an Extra Work Order to cover.

We are also processing Work Order #6 in the total amount of \$636.71 so that the total amount due the contractor, providing that the claim for the insulation is accurate, is \$753.80. This total amount is offset by an overpayment to the contractor in the total amount of \$651.34 so that when all the loose ends are gathered together we will owe him \$102.46. There are no other outstanding claims on the project.

F. D. Morgan
Construction Engineer

By

F. B. Klaboe

Assistant Construction Engineer

FBK:bjh
Attachments

cc: R. L. Porter
L. H. Young
C. H. Maison



RECEIVED
APR 13 1962

FOR FILING

7-1 (11)
5608

Salem, Oregon
April 12, 1962

Mr. C. H. Nelson
Auditor
OFFICE

Haul Adjustment
Homestead-Rock Point Section
Jackson County
Contract No. 5608

Herewith are copies of letters from L. R. Chandler, Division Engineer; A. L. Chapman, Resident Engineer and Roy L. Housh Sons' Corporation regarding haul adjustment on the above contract.

Final payment on the contract was made March 5, 1962, Voucher No. 4805.

We have prepared Request for Outside Bidding, also attached, in the amount of \$651.34 for collection of the haul adjustment in accordance with the above letters.

L. H. Young
Office Engineer

DBP:bb

cc: Fred Klabe

RECEIVED
FEB 15 1962

FOR FILING

5668

February 15, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

Your company appears as surety on the performance bond furnished with our contract #5608, awarded to Roy L. Houck Sons' Corp., for grading-structures on the Homestead-Rock Point Section of Pacific Highway in Jackson County.

This contract was completed on July 3, 1961, but has not as yet been accepted by the Commission. Final payment in the amount of \$29,881.37 will be released to the contractor after acceptance by the Commission. The total contract amount is \$966,284.64, of which amount \$257,641.61 represents force account items.

You have been previously notified that a claim has been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

RECEIVED
JAN 2 1962

FOR FILING

5608

January 2, 1962

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck Sons' Corp., on contract #5608 for grading-structures on the Homestead-Rock Point Section of Pacific Highway in Jackson County.

This payment, in the amount of \$3,944.10, will be released to the contractor on or after January 9, 1962. The retained percentage is \$20,999.06.

You have been previously notified that a claim has been filed against this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 22, 19 61

Section Homestead - Rock Point Kind of work Grading and Structures
 Highway Pacific County Jackson Section prefix 615-1072
 Contractor Roy L. Houck Sons' Corp. Contract number 5608
 Date of contract March 10, 19 60 Specified work days 230 (170+60)
 Date work started March 7, 19 60 Work days used 225
 Project authorization \$ 998,872.08 Per cent of time elapsed 97.8 %
 Exclusive of engineering \$ 933,094.41
~~Estimated~~ cost of completed project, exclusive of engineering \$ 972,959.28
~~Estimated~~ per cent overrun ~~XXXXXXXXXX~~ 1.92 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$ 63,777.57
 Engineering cost to date \$ 43,100.00, 67.6 % Date project was completed July 3, 19 61

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100		

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Complete semi-final estimate data on grading and surfacing items and submit to Division Office.

Building site cleaned up and third notification submitted.

Final Report.

NOTED

Signed R. L. Houck

Address P. O. Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.
 State Printing

Slide

	GRADING	~~EXCESSIVE~~ Correction	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.17				
Miles partially completed					
Miles completed	2.17				
Total estimated quantities (contract)	408,000				
Total quantities corrected to date	337,167.3	214,000			
Estimated quantities moved or placed to date	337,167.3	214,000			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Rain		
Tuesday	Cloudy		
Wednesday	Showers		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
DEC 7 1961

FOR FILING

December 5, 1961

Oregon Bureau of Labor
Labor and Industries Building
Salem, Oregon

Attention: Mr. Quintin B. Hestell
Asst. Attorney General

Gentlemen:

This is to acknowledge receipt of your letter of November 29 and attached claims of Holland Higgins, in various amounts, for labor for Dale Clarenbeau, subcontractor, for Roy L. Houch Sons' Corporation.

We have received a letter from the Secretary of State, dated November 29, 1961, informing us that these claims have been filed in his office on the following Roy L. Houch Sons' Corporation contracts: Nos. 5478, 5573, 5592, 5627, 5788, 5808, 5795, and 5812.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

CH:fp

NOTED ON CARD

AC

NORMAN O. NILSEN
COMMISSIONER

OFFICES
SALEM, OREGON
PORTLAND, OREGON



STATE OF OREGON
BUREAU OF LABOR

OFFICE OF THE COMMISSIONER
LABOR AND INDUSTRIES BUILDING, SALEM 10, OREGON

November 29, 1961

TO THE STATE OF OREGON AND TO THE STATE OF OREGON
BY AND THROUGH THE STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, Norman O. Nilsen, as an assignee, as Commissioner of the Bureau of Labor, has a claim for wages due for labor performed by Rolland Higgins between December 23, 1960, and December 31, 1960, as a laborer for Dale Clarambeau, a subcontractor for Roy L. Houck Sons' Corporation, in the sum of \$81.68, together with interest thereon at the rate of 6% per annum from December 31, 1960, until paid, against the bond taken from Roy L. Houck Sons' Corporation and General Insurance Company of America for work of highway construction, grading and structures, of Pacific Highway in Jackson County, of that certain section known as Homestead-Rock Point, Oregon State Highway Commission Contract No. 5608, awarded March 10, 1960, for the State of Oregon, by and through the State Highway Commission.

Dated this 29 day of November, 1961.

Norman O. Nilsen, Commissioner
Oregon Bureau of Labor

By Quintin B. Estell
QUINTIN B. ESTELL
Deputy Commissioner

qbe:cj

Duplicate Originals: Secretary of State
Oregon State Highway Commission
Roy Houck Sons' Corporation
General Insurance Company of America



RECEIVED
DEC 7 1961

FOR FILING

5608

December 9, 1961

General Insurance Company of America
Portland Service Office
209 S. W. 4th Avenue
Portland 4, Oregon

Gentlemen:

Attached are copies of claims which have been filed with the Secretary of State by the Oregon Bureau of Labor for wages due Holland Higgins, laborer for Dale Clarence, subcontractor for Roy L. Houch Sons' Corporation, prime contractor. These appear to be in connection with the following State Highway Contracts with Roy L. Houch Sons' Corporation:

Contract No. 5627, Jackson County	- \$	23.26	plus interest		
Contract No. 5795, Lane County	- \$	220.00	"	"	
Contract No. 5812, Douglas County	- \$	1,067.00	"	"	
Contract No. 5592, Lane County	- \$	553.77	"	"	
Contract No. 5573, Lane County	- \$	270.37	"	"	
Contract No. 5478, Linn County	- \$	551.27	"	"	
Contract No. 5788, Lane County	- \$	39.81	"	"	
✓ Contract No. 5608, Jackson County	- \$	81.68	"	"	

We provide this information as your company appears as surety on the performance bonds furnished with these contracts.

Yours very truly,

Secretary
OREGON STATE HIGHWAY COMMISSION

Enc.
EC:
Higgins Insurance Agency
373 North Church Street
Salem, Oregon

Roy L. Houch Sons' Corporation
1585 - 20th Street N. E.
Salem, Oregon

Commissioners
Mr. Forrest Cooper

CML:fp

NOTED ON CARD

LC

NORMAN O. NILSEN
COMMISSIONER

OFFICES
SALEM, OREGON
PORTLAND, OREGON



STATE OF OREGON
BUREAU OF LABOR

OFFICE OF THE COMMISSIONER
LABOR AND INDUSTRIES BUILDING, SALEM 10, OREGON

November 29, 1961

TO THE STATE OF OREGON AND TO THE STATE OF OREGON
BY AND THROUGH THE STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, Norman O. Nilsen, as an assignee, as Commissioner of the Bureau of Labor, has a claim for wages due for labor performed by Rolland Higgins between December 23, 1960, and December 31, 1960, as a laborer for Dale Clarambeau, a subcontractor for Roy L. Houck Sons' Corporation, in the sum of \$61.64, together with interest thereon at the rate of 6% per annum from December 31, 1960, until paid, against the bond taken from Roy L. Houck Sons' Corporation and General Insurance Company of America for work of highway construction, grading and structures, of Pacific Highway in Jackson County, of that certain section known as Homestead-Rock Point, Oregon State Highway Commission Contract No. 5603, awarded March 10, 1960, for the State of Oregon, by and through the State Highway Commission.

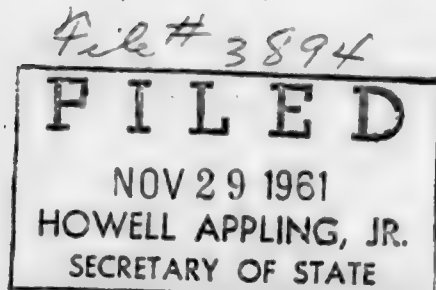
Dated this 29 day of November, 1961.

Norman O. Nilsen, Commissioner
Oregon Bureau of Labor

By 
QUINTIN B. ESTELL
Deputy Commissioner

qbe:cj

Duplicate Originals: Secretary of State
Oregon State Highway Commission
Roy Houck Sons' Corporation
General Insurance Company of America



RECEIVED
NOV 20 1961

FOR FILING

5608

November 17, 1961

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Re: Signing
Rock Point-Grants Pass Section
US99 - I5

Dear Sir:

As an outgrowth of discussions had with local interests with respect to signing on the subject section of I5, certain revisions are recommended for your consideration and approval as set forth hereinafter.

With respect to northbound traffic at the Rock Point Interchange, the present plans and signs as have been installed, both at the advance "EXIT" sign and the begin deceleration sign, indicate "ROCK POINT". It is proposed that these two signs be revised to read "ROGUE RIVER HWY." and supplemented with "GAS - FOOD - LODGING". Certain of the ramp terminal signs would also be revised. Referring to sign plans "Evans Creek-Rock Point Section, TED Drawing No. SL41", sign No. 8, which now reads "GOLD HILL", would be revised to read "ROGUE RIVER HWY."; sign No. 13, which now reads "GOLD HILL" and "CRATER LAKE", would be revised to the extent of adding "ROGUE RIVER HWY." with horizontal left arrow; sign No. 11, which now reads "GRANTS PASS" and "MEDFORD", would be revised by the addition of "ROGUE RIVER HWY." plus a vertical arrow.

With respect to signing at the Homestead Interchange, refer to sign plans "Evans Creek-Rock Point Section, TED Drawing No. SL40". Signs Nos. 5 and 6, which are the "REDWOOD HWY." signs at the begin deceleration and "ONE MILE" advance respectively, would be revised to the extent of deleting the US99 route shield and substituting therefor the word "TO". With respect to signs at ramp terminal intersections, sign No. 12 would be revised by adding the word "TO" in front of "REDWOOD HWY.". Sign No. 13 would be revised to read "MEDFORD" and "GRANTS PASS via FRWY". Sign No. 14 (fingerboards) would be revised to delete "REDWOOD HWY.", "GRANTS PASS" and "GOLD HILL" and add double-end fingerboard reading "ROGUE RIVER HWY." plus fingerboard right reading "FRWY NORTH".

Mr. C. G. Folk - 2

November 17, 1961

With respect to the East Grants Pass Interchange, the "TWO MILE" and "ONE MILE" advance "EXIT" and begin deceleration signs (refer to sign plans of Grants Pass-Evans Creek Section, TED Drawing No. 3113, sign Nos. 3, 5 and 6), it is proposed to revise the sign copy on these three signs to indicate "US199" route shield plus "GRANTS PASS" and "CRESCENT CITY". Conforming with such proposed change, sign No. 10 fingerboard assembly would include an additional board indicating "CRESCENT CITY".

We will appreciate your early consideration and approval of the proposed changes in order that we may in turn confirm with local interests in regard thereto.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc to: Mr. W. C. Williams
Mr. F. B. Crandall

FBC:tm ee

RECEIVED
NOV 22 1961
FORM E-30X-50M-8-61-20002

FOR FILING

5678

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem 10, Oregon

November 14, 1961

SUBJECT: Signing
Grants Pass-Rock Point Section
Pacific Highway

To:

MEMO TO FILE

This is to advise that the writer and Mr. L. E. George met with the following persons at 4 p.m., Tuesday, November 7, 1961:

Paul J. Rasmussen, Rassy's Service Station, Rt. 1,
Box 163, Gold Hill
J. W. Krouse, Rt. 1, Box 161, Gold Hill
Mr. & Mrs. Jack Shoemaker, Rt. 1, Box 216, Gold Hill
Ivan Peoples, Rt. 1, Box 202, Gold Hill
A. Williams, Rt. 1, Box 171, Gold Hill

All of them live along the section of the old highway (now the Rogue River Highway) between the Homestead and Rock Point Interchanges. Their problems have been brought to light through multiple correspondence from Mr. A. Williams and a letter to the Governor from Senator Hill of Hawaii on behalf of Mr. Shoemaker and Mr. Peoples.

In meeting with this group, their concern was the fact that there was no one who know where "Rock Point" was. We had signed off northbound at the "Rock Point" Interchange to "Gas Food Lodging", but had not told people where to obtain it, at the ramp terminal or at the next intersection. On both points we had to agree with them that there was some area of concern, basically that we had erred in not advising the public where "Gas Food Lodging" could be obtained. In this direction, we are temporarily installing "Tourist Facilities" signs at the end of the northbound off-ramp terminal at the point where the road goes to the right to Gold Hill as well as at the point where the road to the left leads to the section of the highway in question. The people were quite insistent that we sign the Rock Point Interchange off-ramp northbound to "Rogue River Highway", and this could be accomplished. However, it will take a change in the contract which has already been let, and it will require correction in signs which are already in place. Both of these will require approval from the BPR.

After arriving in Grants Pass, prior to making contact with the people listed above, the writer called Mr. Virgil Adams, Technician, Josephine County Planning Commission, and was advised that Grants Pass Mayor Chuck Gill and Chamber of Commerce Manager Jack McMahan were having him prepare a sketch and a draft of a letter for them to submit to the Department making a plea for adding the name "Crescent City" to the East Grants Pass signing. The East Grants Pass signing for northbound traffic presently consists of a two-mile, a one-mile and a break point sign reading "Grants Pass". I immediately arranged to meet Mayor Gill and Mr. McMahan at 10 a.m. on Wednesday, November 8. (This memo is being dictated prior to this contact.)

This portion of the Memo is being dictated on Wednesday, November 8, and prior to the next contact which will be with the Jackson County Planning Commission a little after 8 a.m. with Jackson County Engineer, Bob Carstensen. I am going to solicit the Planning Commission's support in naming the old highway between the Josephine County Line and Rock Point as the "Rogue River Highway". If this can be accomplished then the all of the people (for purposes of mail-boxes and addresses) will be living on the Rogue River Highway and signing would be to the "Rogue River Highway".

There is one other action which might "calm the natives", but I strongly do not recommend it, and that is that we sign northbound at Rock Point and northbound at Homestead to "Rogue River Highway" with a US199 shield at the Rock Point Interchange; and that we then sign East Grants Pass as "Grants Pass-Redwood Highway". The reason that I do not recommend this is that I do not feel that the double destination signing in the same direction is good. This is a point that we have insisted we cannot do, and the public has accepted this and understood it. For this reason it should not be violated, because if we do it now it will forever haunt us.

I stopped at the Jackson County Courthouse and was unable to contact Bob Carstensen who was out, or Mr. Jack Eaton, Technician for the Planning Commission, who was sick. I talked to his assistant, Mrs. Pat Brinson, and advised her of the Department's thinking that if the highway between Rock Point and the Josephine County line, that we call the "Rogue River Highway", were named as such by the Planning Commission it would simplify some of our problems of signing and pacify some of the local people. She said that she was aware of this condition, but had been waiting for a letter from the Department making such a request. I advised her that such a letter would be forthcoming in the not too distant future.

Realizing the desires of some groups in Grants Pass -- the problem of the motels along the Rogue River Highway between Caveman Bridge and Rock Point and the fact that certain interests in the Highway Department feel that the signing we presently have in place at the Homestead Interchange for northbound to wit: "US199 Redwood Highway", is not appropriate and should have been at the East Grants Pass Interchange, the writer did call Mr. F. B. Crandall, Traffic Engineer, on the evening of Tuesday, November 7, and suggested to him the following action:

1. That the Highway Department give consideration to closing the northbound off-ramp at the Homestead Interchange. (If No. 1 is accomplished, then all subsequent actions would take place.)
2. That signing northbound traffic at Rock Point Interchange then become "Rogue River Highway" and the signing northbound at the East Grants Pass Interchange become "Grants Pass-Redwood Highway". US199 could be carried at either place. (Subsequent action nullified this.)

At 10 a.m. I called Mr. Crandall to discuss with him the suggestion made that consideration be given to closing the northbound off-ramp at the Homestead Interchange. He advised that he had discussed this with Mr. Cooper, and the Department was not favorably inclined. He also advised that the Department felt that we should hang onto the "Redwood Highway" destination, but it might look with favor upon adding "Crescent City" in addition to "Grants Pass" at the East Grants Pass Interchange.

November 14, 1961

With this information at hand, the writer and Mr. George contacted Mr. Jack McMahan and Mr. Charles Gill and a City Councilman (name unknown) of Grants Pass. We talked for over an hour and the Grants Pass people wanted the following:

1. That southbound signing at the North Grants Pass Interchange remain as is. It reads: "US199 Grants Pass Redwood Highway".
2. They want the signing at the East Grants Pass northbound to read: "US199 Grants Pass Crescent City".
3. They also feel that the "US199" should be removed from the "Redwood Highway" sign at Homestead facing northbound traffic.
4. They feel that signing to "Rogue River Highway" at Rock Point is a good idea.
5. They also feel that Route ORE234 should be substituted over the routing of the Rogue River Highway from Rock Point to the Redwood Interchange down to the Caveman Bridge south of Grants Pass. This was somewhat my suggestion as it would give a continuity to routing which would extend from the south of Grants Pass at US199 over to the Crater Lake Highway, ORE62, and would make a certain amount of sense.

We did come up with several suggestions, and to summarize, they are shown in the tabulation which shows the several interchanges, the signing for northbound traffic as contracted and in place, and a Proposal "A" and a Proposal "B".

NORTHBOUND - DESTINATION MESSAGE

<u>Interchange</u>	<u>Contracted</u>	<u>Proposal "A"</u>	<u>Proposal "B"</u>
Rock Point	"Rock Point" +	"Rogue River Hwy." +	"Rogue River Hwy." + ORE234*
Homestead	"US199 Redwood Hwy." +	"Redwood Hwy." +	"Foots Creek" +
Rogue River	"Rogue River" +	"Rogue River" +	"Rogue River" +
E Grants Pass	"Grants Pass"	"US199 Grants Pass Crescent City"	"US199 Grants Pass Crescent City"
N Grants Pass	"6th Street"	"6th Street"	"6th Street"

* This route would run over to Redwood Interchange south of Grants Pass.
+ "Gas Food Lodging"

I would like to discuss certain aspects of the above signing. Proposal "A" and Proposal "B" would both meet with the approval of the Mayor of Grants Pass and the Manager of the Chamber of Commerce. Proposal "B" would be more to their liking. In Proposal "B" we have used the destination of "Foots Creek" for north-

November 14, 1961

bound, the same as we have southbound at this location. Quite a few people do not like the name "Foots Creek", but it is more the fact that they have never heard of it than their dislike of it. For this reason, it is not too objectionable, and the "Foots Creek" Road is at this interchange. (Subsequently the Department adopted Proposal "A".)

It was my suggestion in talking to the local groups that we would discuss these proposed changes with Mr. Grendall and his superiors and would write them a letter outlining the recommendations of the Department and why -- and ask them to discuss this with other people in the area and to advise us of local thinking. Letters need to be written to: Mr. Jack McMahan, Mgr., Grants Pass Chamber of Commerce (cc: Mayor Chuck Gill, Judge R. Lathrop) and Mr. Jack Shoemaker (cc: A. Williams and Ivan Peoples).

One of the "selling points" for Proposal "B" (which also could do for Proposal "A") would be that we are signing traffic to the "Rogue River Highway", and we have given it a route number (ORE234) and all of the people along this highway will eventually have their mailboxes and their street addresses known as Rogue River Highway. They could pinpoint their advertising to the Rogue River Highway, ORE234, and in so doing they could develop a new advertising concept which our highway signing, their street addresses and the presence of the Rogue River would all tie in together. I believe that by laying the proper groundwork that this idea could be "sold" to the local people who are in business along the old Highway, or the now "Rogue River Highway". Mr. Peoples was very much in favor of this concept.

I also believe that in bringing traffic destined for US199 further in on the freeway an additional 13 or so miles would be doing them a service rather than the disservice that we now do them by taking them off at Homestead and paralleling the freeway for the same 13 miles. The disadvantage to bringing US199 traffic off on the "E-F" Couplet is the routing of traffic over the "6th-7th" couplet through the central business district of Grants Pass, and as such causing a certain amount of delay and inconvenience. Time-wise, one routing is almost the same as the other when you balance a lower sustained speed on the Rogue River Highway as against a higher speed on the freeway and a low speed on the street section. Safety-wise, the freeway-city street system is preferable to the old highway.

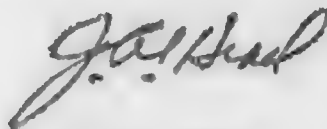
If we were redesigning the whole of this highway system (and this is very probably something we should think of in the future) a proximity of interchanges such as Homestead and Rock Point, duplicating service within two miles of each other, should not be constructed in the future. In this particular instance either one of these interchanges could have been eliminated without seriously inconveniencing the motoring public. I believe design-wise if we were to eliminate one completely, looking to future thinking, it would be the Homestead Interchange, or we could design a split diamond interchange.

There possibly is one other "lesson" to be learned from this situation, and this is something that one is never able to cope with. There has been a change in elected city officials, there has been a change in the hired Manager of the Chamber of Commerce, and whereas the former city administration and the County Court were compatible and seemed to have a unanimity of thinking in working with the Redwood Empire Assn., this cannot necessarily be said of the present group. Neither can it be said of them that they fight each other, but it can only be stated that with a change of administration, faces and viewpoints, these things are bound to arise.

November 14, 1961

I might say also, that the Manager of the Chamber of Commerce seems to feel that if we can satisfy his constituents and the City of Grants Pass everything will be fine. I debated this point with him to the end that I tried to explain that that might be true, but there still were people on the old highway south of town who would not necessarily concur in his thinking. His reaction was, "Let's fix it up the way we like it and let them yell when it's all over." I said that that was almost the same as saying "Let's fix it up the way we have it and let you yell when it's all over." This got neither party anywhere and I think I showed him the lack of foresight in taking care of a very narrow group, the Grants Pass people and the Chamber of Commerce, to the detriment of others. I believe he saw the need for an over-all perspective and adjusted his thinking accordingly.

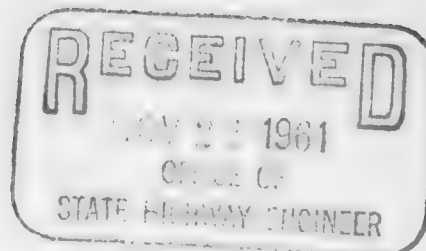
Mr. Crandall has discussed this with Mr. Paxson and Mr. Cooper and we are going for Proposal "A". A November 8 letter from Mr. A. Williams might make it possible to modify Proposal "A" by adding "ORE234" over Rogue River Highway and signing it at Rock Point. If we should do this we need to delete the ORE234 at Kane Creek Interchange or call it "East ORE234" and at Rock Point call it "West ORE234".



J. Al. Head
Assistant Traffic Engineer

JAH:njc

cc: W. C. Williams
Forrest Cooper ✓
G. S. Paxson
P.M. Stephenson
Tom Edwards
Frank Morgan



RECEIVED
OCT 1 1961

FOR FILING

October 30, 1961

Mr. and Mrs. A. Williams
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. and Mrs. Williams:

A representative of our Traffic Engineering Division was in the Grants Pass area on Monday, October 23, and talked with representatives of the Grants Pass and Rogue River Chambers of Commerce and others with respect to signing along the interstate portion of the Pacific Freeway between Rock Point and North Grants Pass.

As a result of your letter of October 18, you will be pleased to know that there will be no changes made in the existing signing directed toward northbound traffic on the freeway in advance of the Homestead Interchange. At this point, we will leave in place the signs reading "US199 - Redwood Highway" with "Gas Food and Lodging" rider signs on this and the "Rock Point" sign as well. This should serve as a way to direct motorists northbound on the highway to the old highway advising them that gas, food, and lodging are available along this route if they desire to avail themselves of these facilities.

We will install an additional supplemental sign directing traffic to "Tourist Facilities" at the bottom of the off ramp at the Rock Point Interchange where traffic makes a decision between Crater Lake and Gold Hill and turning left to go to the portion of the old highway. This way they will know that tourist facilities are available along this route.

I believe that the retention of existing signing giving information as to gas, food, and lodging, along the old route, plus the installation of these two supplemental signs will adequately care for the needs of the motoring public. We appreciate your calling this matter to our attention.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc W. C. Williams
F. B. Crumhall
Frank Morgan
W. O. Middles

JAH:tm fn

Note to Mr. Widows:

At the end of the northbound Rock Point off ramp where the sign across the highway says "Cold Hill" with a right arrow, underneath this put in a "Tourist Facility" sign with a right arrow. Then where this ramp terminates, we direct traffic to the right to "Cold Hill" and "Crater Lake". Put a "Tourist Facility" sign with a left arrow at this point turning them back on the old highway. I think this will correct much of the complaints of the local people.

F.C.

October 19, 1961

Mr. and Mrs. A. Williams
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. and Mrs. Williams:

I have your letter of October 18 in which you again refer to the signing in the Rock Point vicinity on the new interstate highway.

I am turning this matter over to our traffic people for study and will ask them to communicate with you as soon as they have had time to study it.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FC:fa

cc Mr. W. C. Williams
Mr. F. B. Crandall - See what you can do about this matter and keep me posted. I suggest a personal contact with the Williamses.

F.C.

Sherwood Motel On The Rogue

FINEST ACCOMMODATIONS

COOL - COMFORTABLE - RESTFUL - BEAUTIFUL

A HOME AWAY FROM HOME

LARGE PORCHES - AIR - ELECTRIC REFRIGERATION

ARCHIE & ALPHA WILLIAMS
RT. 1 - BOX 171

PACIFIC HI-WAY 99 NORTH
3 MI. GOLDHILL, OREGON

RECEIVED

OCT 19 1961

OFFICE OF
STATE HIGHWAY ENGINEER

Oct 18 - 61

State Hi-Way Dept
Salem Oregon
Dear Sirs:

Gold Hill Oregon
Sherwood Motel
Box 171 Rt 1

we wish to again call your attention
to the free-way 99 by passing our motel
together with five or six other motels between
Rock Point and the bridge at the homestead
also seven or eight other businesses
since the freeway opened the first of Sept. we
haven't had one car off the freeway, now we
are not complaining on the free-way as we
have to have freeways and hi-ways: but
we are complaining on the sign set up
the way it exists at the interchange near
Rock Point. there isent one sign there
to direct the traveling public over way
that could be looking for a motel or eating
place or gas & other requirements
every sign there is wrong & leads all
the traffic away from us here in this
stretch. there is a big sign Rock Point
with a little sign under it. saying Gas -
Food & Lodging. this is confusing as there
is none of these accommodations there

Please inform us if the P.S. the big sign Rock Point
Highway 99 is going to be shouldn't be there it was
changed if so what nothing & should be removed
will it be the future 2 & the proper information in
name by us here. its place

we have to have the proper signs put
up so the public will know where to
go & how to get there. They have to be
reflectORIZED so they can be seen in the
night Easily they have to be to our
satisfaction with arrows pointing where
to go they have to show the name of the
Highway 99 north there has to be a sign
about 1000 ft. East of the present crit.
Reading Crit 1000 ft ahead to Highway 99
gas, food and Lodging and a couple
of signs gas-food & Lodging at two other
points. all with directional arrows.

The state or the taxpayers cough up a lot
money to advertise Oregon Come to Oregon
and we sit some distance from the
freeway they can't tell us they don't know we
are here, we get none of their money for
accommodations. we have all our money
invested here in tourist accommodations and just
hold the bag all because the Highway Dept.
has bungled the proper signing.

we ask you to correct this matter and
we thank you

Yours very truly

M. Mrs. A. Williams

Sherwood Motel on the Rogue

RECEIVED

FOR FILE



MARK O. HATFIELD
GOVERNOR

OFFICE OF THE GOVERNOR
STATE CAPITOL
HALEH

October 25, 1961

5608

The Honorable W. H. Hill
President, The Senate
State of Hawaii
Iolani Palace
Honolulu, Hawaii

Dear Senator Hill:

Thank you for your letter concerning problems being faced by property owners on the old Highway 99. I will be very pleased to request the Highway Commission to give additional study to this matter. I will specifically request that Mr. Peoples and Mr. Shoemaker be contacted.

It was very pleasant to see you in Hawaii, and I only wish that we would have had more time to discuss many matters of mutual concern. I do hope I will see you again in the near future and perhaps we could arrange a time for a meeting when you next come to Oregon.

Best personal regards.

Sincerely yours,

Governor

H:nj

cc: Mr. W. C. Williams ✓



Original to Cooper

The Senate
The First Legislature
of the
State of Hawaii
(Reopened Session 1951)
Office of the President



WILLIAM H. HILL
PRESIDENT

IOLANI PALACE HONOLULU, HAWAII

Hilo, Hawaii
October 16, 1961

Honorable Mark O. Hatfield
Governor, State of Oregon
Salem, Oregon

My dear Mr. Governor:

You will recall my letter to you last May, and in our brief talk while you were here at the Governors' Conference that I told you that I have a little piece of land on the Rogue River which I purchased some fifteen years ago and where I go at least twice a year for fishing and recreation.

I have today returned from a most delightful three weeks' trip to the Rogue River and various lakes around there, but have found the people on the old Highway 99, between Rocky Point Bridge and Grants Pass, greatly disturbed over the new freeway coming through. The old 99 followed right along the river bank from Rocky Point Bridge at Gold Hill to Grants Pass and there were something over two hundred small businesses, motels, service stations, stores, restaurants, etc., between these two points that made their living practically entirely off tourists coming through during the tourist season.

The new freeway now by-passes every one of these and while the people recognize that the freeways are necessary and represent progress, they are upset because the Highway Department has put no signs or other indication that the motels, restaurants, etc., are on the old Highway 99 or what is commonly known as the Rogue River Highway.

At Rocky Point Bridge, where the new freeway turns off to the south, there is not one sign indicating that there is any other road leading from there. About two miles down the river the freeway crosses over the old Highway 99 and the river and goes to Grants Pass on the north side. About two miles down on the new freeway there is an exit to the old 99 with a big sign reading "Redwood Highway". The people in the area cannot understand this as the Redwood Highway starts at Grants Pass and runs into Highway 101 at Crescent City.

If signs were put at Rocky Point Bridge the tourists would not have an opportunity to read them and then turn off, and the signs should be back a half or three quarters of a mile down towards Medford, and should indicate that the Rogue River Highway is there and that they are to keep to the right to get up on it.

Hon. Mark O Hatfield
Salem, Oregon

-2-

10/16/61

There are sixteen small businesses between Rocky Point Bridge and Homestead on the Rogue who are now living in what they call the "lost canyon", as there is no indication anywhere that the road and the businesses still exist.

Signs should also be put beyond Grants Pass indicating where the Rogue River Highway begins, as all of these two hundred people are going to be out of business next spring if the tourists do not travel this route.

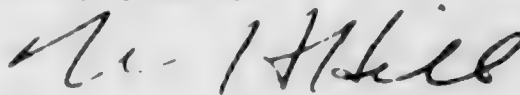
I have been given to understand that the Highway Department is very courteous and very cooperative, but apparently are not familiar with what signs should be put up, and if you do not mind, I would like to suggest that your Highway Department contact Mr. Ivan Peoples who lives about a mile and a half down the river from Rocky Point Bridge and who has done considerable business with the Highway Department, in that they took substantial of his land for the right-of-way. Also contact Mr. Jack Shoemaker, who is at the Flycaster Motel directly across the street from Mr. Peoples. They will both be very happy to go with the Highway Department, show them the problem and explain their troubles.

I am sure, Mr. Governor, that you do not mind my writing this letter, but having been there for the last three weeks, I know the plight of all these people and I know that you will want to help them, and this help can be given at practically no expense to the State other than a few signs.

I greatly enjoyed meeting you and your lovely wife when you were here and only regret that our visit was so short. I hope that you will come again and not be as tied up as you were at the Governors' Conference.

• With kindest personal regards and Aloha.

Cordially yours,



W. H. Hill

WHH:RFA

SEP 15 1961

FOR FILING

5608

2142

September 14, 1961

Mr. and Mrs. A. Williams
Sherwood Motel
Route 1, Box 171
Gold Hill, Oregon

Dear Mr. and Mrs. Williams:

Your letter of September 2 regarding the traffic pattern that has been established in connection with the opening of the Homestead-Rock Point Section of the Pacific Freeway is acknowledged.

It has been the policy of this Department to put traffic on completed sections of highways in the interest of safety and convenience to the motoring public. The public has a large investment in a project of this kind, and early utilization of as much of it as possible is in the public interest.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:fp me

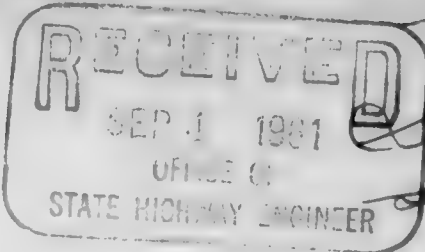
cc Forrest Cooper
Tom Edwards
P. D. Morgan

COOPER

PLEASE RETURN TO
FORREST COOPER

Sept 2nd 1961

Mr. W.C. Williams
State Hi-way Engineer
Salem Oregon



Gold Hill Oregon
Sherwood Motel
Box 171 RT1

Dear Mr. Williams:

I wish to call your attention to what has taken place here on the new freeway from the Rock Point bridge to the interchange about one mile down at the dual bridge across the Rogue River. This one mile stretch was opened to travel Thursday Aug 30th which eliminated all travel on Hi-way 99 taking every cent of our business and income away from us, there are 6 motels in this area & six or seven other business including a Restaurant that all depend on the Hi-way traveling public for a livelihood now we are cut off & sitting here empty.

There is no sign placed at the Rock point interchange to show there was the motel area on the old Hiway 99 the new free way was blocked off a mile down at the dual bridges shunting the travel off onto the old Hiway, there now this barricade should of been placed at the Rock point interchange to put the travel by the motels in this mile. There was nothing gained by the Hiway Dept in opening this mile of free way & dumping the travel back on to 99 at that point. You could of at least waited until the weekend & Holiday travel was over so we all here could of recieved our share of it. we our self are loosing about 60⁰⁰ a day from wrong doing by the Hiway Dept.

There has to be something done about this, move the barricade up to the Rock point interchange until all the new Hiway is open to Grants pass our season is short here for the motels, we only have

less than two months left & there is no business until next May, so we have to get a continuation of travel by here this fall in order to exist, so ask that you instruct the ones in charge here to move the barricade up to the Rock point interchange at once, we are missing every cent of business of the Holiday travel.

another thing as wish to call your attention to is the take off from the freeway on to 99 a few hundred ft south of the Rock Point bridge this should if never been eliminated as it would be a means of easy safe take off on to 99 in the right hand lane which would of been a one way take off & without crossing any line of traffic, but the way it is set up at the interchange all travel in order to get onto 99 has to cross a line of traffic going south on 99 in order to turn left on 99 this is a dangerous layout and causes a delay & slow up for cars coming off the freeway trying to get onto 99 we ask that you put some study on this & the eliminating of the take off that has existed for some years as a complete success, and at this point would be a one way for north bound traffic only, this would not interfere with the little side road intersecting between this point & the bridge which would be two way from that point North keeping the 99 traffic on the right side lane going North or no crossing of traffic.

Please act quick on relocating the barricade up to the Rock Point interchange
we wish to thank you for anything you can do at once so we can exist.

Yours very truly,
Mr & Mrs A. Williams
Sherwood Motel

RECEIVED
SEP 8 1961
FORM E-30 80M 7-60 29398

FOR FILING

5608

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

September 7, 1961

SUBJECT: Crossing Agreement
Gold Hill Irrigation District

To: G. S. Paxson
Assistant State Highway Engineer

Office

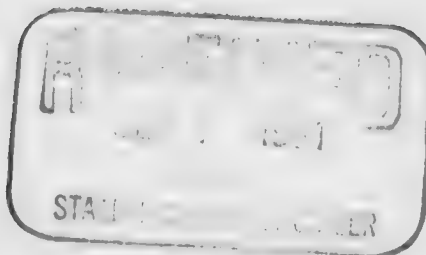
Attached please find ten copies of an agreement covered by the above subject that was requested by your office

Additional copies are available through this office if you should require them.

Jack L. Sollis
Jack L. Sollis
Staff Attorney

JLS:ckr
Att.

NOTED



RECEIVED
AUG 17 1961

FOR FILING

I-5-1 (10-11-4)
5608

August 16, 1961

Mr. Ivan Peoples, President
Gold Hill Irrigation District
Route 1, Box 202
Gold Hill, Oregon

Drainage Canal
Hemlock-Hock Point Section
Pacific Freeway

Dear Mr. Peoples:

Pursuant to your letter of July 19, we have looked into the matter of the drainage canal which has been constructed along the northerly side of the freeway from Stations 698 to 782. We find that this drainage ditch was constructed to replace a ditch originally draining this area. The original ditch was more or less a natural channel with a minimum width of about four feet and a maximum width of 50 to 60 feet where it spread out over flat areas. The original ditch was grown up with grasses, reeds, cattail, and blackberries and must have provided at least as good a breeding ground for mosquitoes as the recently constructed drain ditch.

We believe the new facility is much better and more effective than the old one. We do not feel that we can justify the expenditure of a large sum of money for the paving of the bottom of the ditch. It is doubtful if this treatment would be fully effective, as cattail, reeds, and other weed-like growth would undoubtedly grow along the sides of the ditch.

We will in the future, in the course of our maintenance operation along this section, use chemicals to control the vegetation growing in the ditch. The addition of a little DDT included in this spray material will also serve to control the mosquito breeding problem without being a hazard to fish life in the Hogue.

We do not believe the mosquito problem is of our making, as this same condition existed previously.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:fp me
cc Forrest Cooper
Tom Edwards
P. D. Morgan

GOLD HILL IRRIGATION DISTRICT
Rt. 1, Box 202, Gold Hill,
Oregon

CONSTRUCTION DIVISION
RECEIVED

JUL 21 1961

NOTED--☐ ☒ ☐ ☐ ☐

July 19, 1961 ☒ ☐ ☐ ☐ ☐

State Highway Department
Salem, Oregon

Attention Mr. Tom Edwards
Construction Engineer

Re: Drainage Canal along northerly
right-of-way line of Freeway in
Homestead-Rock Point Section.

Dear Mr. Edwards:

At the time of my last visit to your office I spoke of the necessity of having concrete in the wide drainage canal above identified.

That drainage canal has earth banks and mud bottom. We do not believe that it is necessary to have concrete up the banks of the canal but a concrete bottom with a slight fall from each bank to the center of the canal (About 1" fall per foot) would concentrate the normally slight flow of water down the center of the canal.

Throughout the late Spring and Summer the flow seldom exceeds what a 10 pound pressure would put through a 1/2" pipe. Occasionally a spillway is opened into the drainage canal to flush out mud sediment that has cumulated in pipe lines that parallel the drain ditch.

At any time since early Spring it would have taken several second feet of water to push through the moss, cat-tails, reeds and water grasses that have grown in the mud bottom of that drainage canal. It would be impossible to wash out that rank growth even if the irrigation district had water to waste for that purpose.

We are not concerned with the capacity of the canal but the mosquitos breeding in the sluggish water along each side of the moving water has produced a health hazard and an aggravation about a mile long.

I suspected the great 1961 increase in mosquitos might be coming from the canal. I mentioned that possibility to Mr. A. L. Chapman, Engineer stationed at Grants Pass. He said spraying might control the mosquitos if the canal proved to be the source of the trouble.

(Continued)

T2. Est. Cost \$41,000

State Highway Department. Attention Mr. Tom Edwards.
Page 2. July 19, 1961

Chemical spraying would have to be done frequently to be effective, too frequently to be practical. Moreover, the ever present Waltonians would make much of the fact that the Highway Commissioners were directly or indirectly responsible for running poisoned mosquito larva and insecticide into the Rogue river.

To learn whether or not my suspicions were founded on facts I asked the County Health Department to inspect the said drainage canal. A copy of their report is enclosed. The Health Department assumed that water in the canal on 7-6-'61 was "irrigation run-off". It is not. It is seepage. Other than seepage and flushing mud from irrigation pipe lines there has been NO irrigation water in the drainage canal since it was dug.

When that canal is carrying the maximum flow that may be reasonable anticipated, it is not likely that washing or erosion of the earthen bank will be enough to be of concern because the fall from the easterly end to the westerly end of the canal is slight.

Because the grade is so near to being level, it would be necessary to place a concrete bottom very accurately to grade in order to avoid shallow pools. Of course vegetation could not root in concrete even in shallow pools, therefore my suggestion that a bottom sloping from center line of the canal up to each bank may preclude the need for concrete up the face of the two banks.

Such a concrete bottom would, I'm sure, be reinforced adequately with 6" x 6" No.10 mesh. Expansion joints at intervals may or may not be advisable. Without them, and even with them, cracks will occur. Cracks may give less chance for vegetation to root in them than would expansion joints.

With cat-tails and rushes growing head high in the mud bottom of the drainage canal, it is not unlikely that when the irrigation canal is drained into it in the winter, the water may flow so slowly that it will spread into the adjacent fields.

I sincerely hope you will endeavor to get authority to have that highly essential concrete bottom put in that drainage canal.

Cordially yours,

Ivan Peoples

IVAN PEOPLES, Pres. C.H.I.D.

HEALTH DEPARTMENT

COPY

JACKSON COUNTY COURT HOUSE
• Medford, Oregon

July 17, 1961

Mr. Ivan Peoples
Rt. 1, Box 202
Gold Hill, Oregon

Dear Sir:

With regard to the irrigation run-off lateral paralleling the new freeway located behind your property, please be advised that at the time of the inspection (7-6-61), mosquito breeding was active. Specimens taken at that time have been identified as *Anopheles punctipennis* and *Culex stigmatosoma*.

Since this ditch is unlined and on a fairly flat grade, vegetation growth and resulting slowdown of water passing through this ditch must be expected. Under these conditions, mosquito breeding is a natural consequence.

If we may be of any further assistance in this matter, please feel free to call upon us at any time.

Very truly yours,

A. Erin Merkel, M.D.
Public Health Physician

George E. Runyan, R.S.
County Sanitarian

GER:VP

COPY

RECEIVED
JUL 23 1961

FOR FILING

5608

July 27, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Roy L. Houck Sons' Corp., a portion of the funds heretofore retained by the Commission on contract #5608, for grading-structures on the Homestead-Rock Point Section of Pacific Highway in Jackson County.

This payment, in the amount of \$15,374.33, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of \$20,082.74. The present payment will be released on or after August 3, 1961.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Roy L. Houck Sons' Corp.,
1585 20th Street NE
Salem
Oregon

RECEIVED
JUL 12 1961

FOR FILING

1
5608

July 11, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on
July 3, 1961, on Contract No. 5608, Homestead-Rock Point
Section, in Jackson County, in connection with Federal Aid
Project No. I-5-1(19)44.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:lt

cc: Clarence G. Swenson

RECEIVED
MAY 26 1961

FOR FILING

I-5-1118-14
6119

May 26, 1961

Roy L. Hawk Sons' Corp.,
1585 20th Street NE
Salem
Oregon

Gentlemen:

The State Highway Commission at its meeting held on May 26, 1961, had under discussion your request for an extension of time for 100 additional work-days from 171 days to 271 days within which to complete your contract #5600 without the assessment of liquidated damages, for grading-structures on the Homestead-Rock Point Section of Pacific Highway in Jackson County.

We are pleased to inform you that the Highway Commission granted you 60 additional work-days. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Frank Morgan
A. L. Chapman
Tom Edwards
Bureau of Public Roads
B. L. Porter
C. H. Nelson

RECEIVED
MAY 13 1961

FOR FILE

I - 5 - 1 (19) 44
5608

May 17, 1961

Request for Extension of Time
No. 1
May 26, 1961 Meeting

Oregon State Highway Commission

Gentlemen:

The Ray L. Housh Sons' Corporation, contractor on the Homestead-rock Point section of the Pacific Highway, Contract No. 5608, has requested that his workday count be increased 100 days from the allotted 170 days to 270 days without the assessment of liquidated damages. He supports his request by citing an increase in excavation quantities occasioned by a large cut slide.

The request has been completely analyzed, and it has been estimated that the total General Excavation required on the project will overrun the original figures due to the slide by 132,000 cubic yards, or 32.4 per cent. Removal of the slide also required the change over of equipment on the job by the contractor and repioneering and breakdown of the cut, thus delaying the work. It appears that this substantial change in work required is a reasonable basis for granting additional days, and we recommend your approval of an extension of 60 workdays based on 55 days as a pro rata increase of the original contract completion days occasioned by 32.4 per cent increase in total General Excavation, and five days as a reasonable allowance of one week in which to bring to the job the proper equipment with which to remove the slide.

This extension has been approved by the Bureau of Public Roads.

This matter will be on the agenda for the May 26 meeting.

Very truly yours,

E. C. Williams
State Highway Engineer

LWR:fp me
Enclosure

cc Tom Edwards

RECEIVED
MAY 15 1961

FOR FILING

UNITED STATES GOVERNMENT

Memorandum

I-5-1(19)44

TO : Mr. W. Q. Williams
State Highway Engineer
Salem, Oregon

FROM : C. G. Polk, Division Engineer
Salem, Oregon

SUBJECT: Oregon Project I-5-1(19)44, Homestead-Rock Point Section,
Pacific Highway

Reference is made to your letter dated May 4, 1961 regarding
a time extension of sixty (60) work days, Contract No. 5608.

For the reasons mentioned in your letter, we concur with
your request.

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

DATE: May 5, 1961

RECEIVED
MAY 9 1961
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

*Copy
Edwards*

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MAY 5 1961

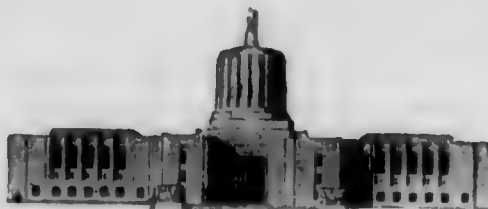
M. K. MCIVER, CHAIRMAN
FOR FILING
KENNETH N. FIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEMPHIS

FLOYD QUERY, SECRETARY
SALEM

I-5-1(19)44

5618



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 4, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

We request your concurrence in granting an extension of time to the contractor on the Homestead-Rock Point grading and structure project, Contract No. 5608, Federal designation I-5-1(19)44. This project was awarded to the Roy L. Houck Sons Corporation and allowed 170 workdays in which to complete the project.

We experienced a relatively large slide in the Rock Point cut which increased the total general excavation on this project from 408,000 cubic yards to 540,000 cubic yards, or 32.4 per cent. In addition, slide removal work necessitated repioneering and breakdown of this cut after the normal roadbed excavation had been substantially completed and also caused the contractor to bring a shovel and rock buggies to the job.

It is felt that, on a project of this kind, the earthwork normally controls the completion time because the bulk of the other items are done during the earthmoving operation. With this as a basis, we are recommending an extension of time consisting of 60 additional workdays (55 as a pro rata increase due to 32.4 per cent overrun in total general excavation and 5 days as a reasonable time in which to bring the different types of equipment to the job).

Very truly yours,

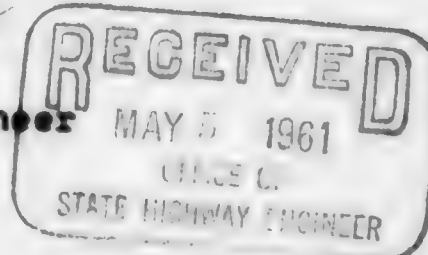
W. C. Williams
State Highway Engineer

By

Tom Edwards
Tom Edwards
Construction Engineer

TE:fw

cc Forrest Cooper ✓
R. L. Porter
F. D. Morgan



RECEIVED
JAN 23 1961

FOR FILING

J-3-1(13) 44
5608

Salem, Oregon
January 23, 1961

Mr. Ivan D. Merchant

Homestead-Rock
Point Section
Pacific Highway
Jackson County

Herewith memorandum from the Bureau concerning the substitution of piling on the Rock Point Interchange structure.

Please note the last paragraph where a suggestion is made that the surplus timber piling be utilized on the Seven Oaks-Jackson Street Section. The contract for these structures has already been awarded, but it may be possible to make some arrangement with the contractor.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:as

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

408 State Highway Building
Salem, Oregon

TO : Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

DATE: January 20, 1961

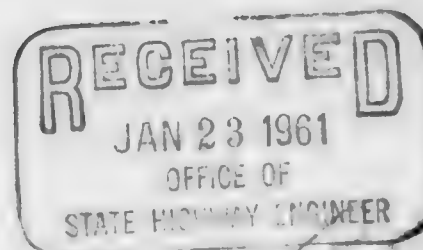
Attention: Mr. I. D. Merchant

FROM : C. G. Polk, Division Engineer
08-35.6 Salem, Oregon

SUBJECT: Approval for use of State-owned piling, Homestead-Rock Point Section,
Project I-5-1(19)44

Reference is made to Mr. Merchant's letter of January 19, 1961, requesting approval to substitute State-owned steel H piling for treated timber piling as specified under the contract for Bent 4 of the Rock Point Interchange structure. Since it was impossible to obtain adequate penetration with the timber piling and considered impractical to revise the design of the pile footings to spread footings, the proposed revision is approved. It is understood that an extra work order will be issued to cover the contractor's expense of hauling the steel piling from your maintenance yard in Grants Pass.

It is suggested that the surplus treated timber piling as a result of the foundation revisions on this project be incorporated into the Seven Oaks-Jackson St. Project, I-5-1(23)28, or some other Federal-aid project. It would appear that these piles could be utilized for either the Crater Lake Highway Interchange structure or the Bear Creek Bridge on the Medford Corporation Logging Road.



RECEIVED
JAN 10 1961

FOR FILING
1-5-1 (19) 44
5608

January 3, 1961

Mr. and Mrs. James G. Kofahl
Route 1, Box 192
Gold Hill, Oregon

Dear Mr. and Mrs. Kofahl:

Reference is again made to the fencing that is to be constructed on the state highway property line fronting your property by the contractor now engaged in grading the Homestead-Rock Point Section of the Pacific Highway.

Our field personnel advise us that the contractor has now constructed most of the fencing necessary and that he will finish the entire installation during the first week in January.

Thank you for bringing this matter to our attention and for the courteous patience you have shown concerning it.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Forrest Cooper
Tom Edwards
F. D. Morgan

FBK:fp ms

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERRY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 16, 1960

Mr. and Mrs. James G. Kofahl
Route 1, Box 192
Gold Hill, Oregon

Dear Mr. and Mrs. Kofahl:

This will acknowledge receipt of your letter of December 13, 1960 concerning the right-of-way fence across your property on the Homestead-Reek Point Section.

Your problem has been brought to the attention of this department's Construction Division with the request that they look into the matter. You should hear from them in the very near future.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: Tom Edwards

CONSTRUCTION DIVISION
RECEIVED
DEC 16 1960

NOTED-☐ ☐ ☐ ☐ ☐
CL AGS AGS AGS

Klofse

See me

State of Oregon
State Highway Department

Dec. 13th 1960

att.

Mr. R. L. Porter

We would appreciate very much to have the fence built across our property adjoining the Arthur H. Boye property. It has been completed to our line and then dropped. I wish to seed the land and cannot, due to stock and other nuisances without fence. This has been a worry and great inconvenience due to the long delay.

My property described is Lot 2 of Riverside Subdivision Sec. 24, Township 36 South, Range 4.

File number - 27281 - Kofahl

Grants Pass - Rock Point Section

Pacific Highway

Very truly yours

and my former state

at the time

could not be

RECEIVED

FOR FILING

1-4-1 (19) 44

5608

December 22, 1960

Mr. Arthur H. Boye
Route 1, Box 193
Gold Hill, Oregon

Dear Sir:

Reference is made to fencing of the right-of-way line between your property and the State Highway Department property on the Homestead-Rock Point Section.

Upon receipt of your letter, I referred this matter to the field for investigation, and I have been advised that the fence is now completed, which should eliminate the problem of stock straying on your property.

I apologize for the delay and the inconvenience caused you. Thank you for your patience.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. F. D. Morgan

FBK:fp
FC:fn er

R. L. Pater

12/5/60

Dear Sir

I received your letter dated Dec. 1, st.
and as yet there is no sign of any fence
being built on this section of new road.

This has really been a sore spot to us
On Oct. the 25th a state man said
all of this fence would be completed in at
least two weeks, but it is now five weeks
and still no fence.

It would be appreciated if this
matter was taken care of

Yours resp.

Arthur H. Boye

R T 1 Box 193

Gold Hill Ore.

REFERRED TO

Klaboe

By Asst. Construction Engineer

RECEIVED

408 State Highway Building
Salem, Oregon

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

December 20, 1960

1-5-1(19)44

5608

08-35.5

C. G. Polk, Division Engineer
Salem, Oregon

Utility adjustment
California-Oregon Power Co
Homestead-Rock Point Section, Pacific Highway
Project I-5-1(19)44

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated February 23, 1960, and September 2, 1960, regarding the subject adjustment. Reference is also made to your letter of September 23, 1960, setting forth the emergency nature of the work, and Assistant Counsel DeSouza's opinion of December 1, 1960, establishing the legal obligation of the State to pay for a share of the cost of the work.

Authorization to proceed with the work is granted as of September 6, 1960. Approval is subject to the provisions of FPM 30-4.

*Porter
Edwards*

RECEIVED
DEC 19 1960

FOR FILING

1-5-1 (19) 44

5608

December 16, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Homestead-Rock Point Section
Pacific Highway, Jackson Co.
Project No. 1-5-1 (19) 44

Dear Sir:

Herewith are two copies of Assistant Counsel's letter, with citations, regarding the obligation of the State to reimburse California Oregon Power Company for raising its lines for bridge construction on the subject project as requested in your letter of October 4, 1960.

We trust this will clear this utility move for your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RECEIVED
FORM 8-302 (Rev. 7-30) 20306

FOR FILE

1-5-1 (19) 411
511

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 1, 1960

To: Mr. R. L. Porter

SUBJECT: California Oregon Power Company
Power Line Adjustment
Homestead-Rock Point Section
Pacific Highway
Jackson County

This is addressed to you with reference to the above titled matter, and, particularly with reference to letter from Mr. Polk dated October 4, 1960.

I had thought that the responsibility of the Highway Commission to reimburse California Oregon Power Company (Copco) was covered in my communication to Mr. Ivan Merchant dated September 15, 1960, but apparently this was not considered satisfactory, and the purpose of this communication will be to state the circumstances in full and to supersede the September 15 communication.

Bridge drawing No. 15578 covering the Pacific Highway overcrossing at Homestead, on which bids were received March 1, 1960, shows two power poles located in the vicinity of the northbound and southbound structures with the notation "Power pole removed by others." These poles supported power lines crossing the new location in the vicinity of Highway Engineer's Station 702. Based upon such information shown on the drawing, the contractor had a right to assume, and undoubtedly did assume, that no obligation would be imposed on him in connection with the rearranging of the power line.

In response to a request from our Construction Department, I wrote to Copco on February 23, 1960, advising of the conflict and that the facility must be adjusted at the expense of Copco. In accordance with this notice the power line was adjusted and re-established in conformance with the national and state electric codes. No reimbursement was made for this work.

Sometime prior to September 14, 1960, the contractor started construction of the bridge structure and was ordered to cease operations by the Accident Prevention Division of the Industrial Accident Commission by reason of hazards involved in the use of construction equipment. Copies of the stop-work order were sent by you to Mr. Polk under date of September 23, 1960. The issuance of such order is authorized under ORS 654.005 et. seq., and particularly ORS 654.050.

Mr. R. L. Porter
December 1, 1960
Page 2

The situation was reported to the Salem office and under date of September 14, 1960, Mr. O. S. Paxson, Assistant State Highway Engineer, wrote to Copco advising that payment would be made for a temporary revision and subsequent permanent establishment of its power line. This is the expense which now is in question.

Mr. Polk's communication of October 4, 1960, states that approval of the billing is being withheld and requests citations of State law or other basis for a determination that the Highway Commission become obligated to reimburse Copco for the temporary revision and final establishment of the power line.

The situation is peculiar and I am unable to cite any Oregon Supreme Court opinions basing squarely upon this situation. The responsibility of the Highway Commission, therefore, must be decided upon general principles of law.

ORS 756.010 grants a right and privilege to construct, maintain and operate electric power transmission lines on public highways, and contains a provision for the changing of location where necessary. It is further provided that any facility remaining in a different location is a public nuisance and need be abated accordingly. This is the requirement under which Copco made the first change in its power line.

The control of facilities permitted upon a public highway is an exercise of the police power: 25 Am. Jr., Highways, § 54; Escanaba & L. M. Transp. Co. v. Chicago, 107 US 678, 27 L ed 442, 2 S Ct 185; New Orleans Gaslight Co. v. Louisiana Light and Heat Producing & Mfg. Co., 115 US 650, 29 L ed 516, 6 S Ct. 252.

It is implicit that the exercise of the police power must be reasonable: 11 Am. Jr. Const. Law, § 302; Pearson v. Twchy Bros. et al, 113 Or. 230, 240; Erie R. Co. v. Board of Public Utility Com'rs., 254 U.S. 349, 41 Sup. Ct. 169, 171.

It is clear that Copco gave its full cooperation and made the first move of its facility at its own expense. Any attempt to require Copco to make the second move without reimbursement obviously would have been arbitrary and would have been an abuse of the just and reasonable authority vested in the Highway Commission. I do not think that any such action could have been sustained in a legal proceeding.

Therefore, I repeat my original opinion that it was the obligation of the Highway Commission to make reimbursement to Copco for the

Mr. R. L. Porter
December 1, 1960
Page 3

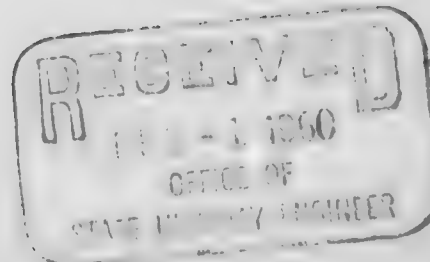
temporary adjustment and final relocation of its power facilities.

For your convenience this is sent to you in quadruplicate.

J. W. DeSOUZA
Assistant Counsel

JWD:ks

cc: Ivan Merchant
G. S. Paxson



RECEIVED
DEC 5 - 1960

FOR FILING

5-5-1(17)44
5608

December 1, 1960

Mr. Arthur H. Boys
Route 1, Box 193
Gold Hill, Oregon

Homestead-Rock Point Section
Pacific Freeway

Dear Mr. Boys:

Reference is made to your letter dated October 17 in which you again request that the fencing on your property be installed.

We are indeed sorry that the matter has not been completed, but we have the assurance of the contractor that he would start this work on November 26. Should further delay develop for any reason, we will accomplish this work with State forces.

Very truly yours,

R. L. Porter
Acting State Highway Engineer

RL:fn

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Walter T. Wright
Mr. P. D. Morgan - Please take care of this matter as outlined above, in the event that Houch again goes back on his promise.

R.L.P.

NOTED
FORREST COOPER

10/17/60

(cont) --

I have written several times about
our property being fenced. Well, we
have had trouble by our neighbor's animals
eating our fruit trees, and fig. trees.
They cannot be to blame in the destruction
destroyed all of these fences.

So please let's have these fences before
another growing season comes along.

Let's hear when you plan to replace
these fences.

Yours truly,

Bill R. R. R.

R.T. 1. Box 193

Gold Hill, Oregon

RECEIVED
OCT 11 1960
UNITED STATES GOVERNMENT
Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

FOR FILING

1-5-1(19)44

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: October 4, 1960

5608 Attention: Mr. R. L. Porter

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

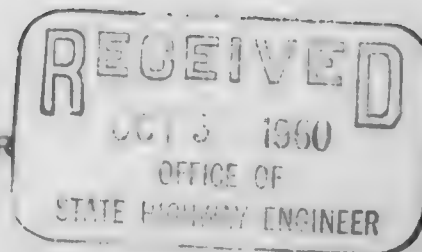
By: *ME Martin*
M. E. Martin
District Engineer

SUBJECT: Utility Adjustment, California-Oregon Power Co.
Homestead-Rock Point Section, Pacific Highway
Project I-5-1(19)44

Reference is made to your letter of September 23, 1960.

Because of the fact that the subject facilities are located on public right-of-way it would not normally be the State's responsibility to pay for the adjustment. Approval is therefore withheld pending your submission of a determination that the State is legally bound to reimburse the utility, as required by paragraph 3.a.(2) of PPM 30-4. Please cite in detail the State law or other basis for this determination.

NOTED
FORREST COOPER



*Copies to Porter
Edwards*

RECEIVED
OCT 4 - 1960

FOR FILING

1-5-1-(19) 44
5608

Salem, Oregon
October 4, 1960

Increase in Project
Authorization
Contract No. 5608
Homestead-Rock Point
Jackson County

Mr. A. L. Chapman
Resident Engineer
P. O. Box 306
Grants Pass, Oregon

This is to advise you that at its meeting held in Salem September 29 and 30, the State Highway Commission approved an increase of \$100,000.00 in the project authorization on the subject project.

The new authorization for construction is \$996,872.00.
This amount should be used in future reports for the project.

D. B. Parkes
Contract Payments Engineer

DBP:bb

cc: F. D. Morgan

RECEIVED
SEP 23 1960

FOR FILING

1-5 11-1-44

September 23, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Re Power Line Adjustment
Hornstead-Rock Point Section
Pacific Highway, Jackson County,
Project No. I-5-1(19)44

Dear Sir:

The power line of the California Oregon Power Company crossing the site of the Hornstead structures was raised to vertical clearance in accordance with the National Electric Code. The clearance is not sufficient to allow the operation of equipment for bridge construction. Upon inspection of the site by a member of the State Industrial Accident Commission, Accident Prevention Division, a stop-work order, copies of which are attached, was issued.

Attached also are copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company for adjusting the power line for construction of the structures and copies of the Company's estimate and sketch for by-passing the structures and removing the by-pass line.

Due to the emergency nature of the work, the Company was authorized to proceed with this work on September 6, 1960. It is requested that approval of the work and authorization to proceed as of September 6, 1960, under the provisions of PHL 30-4, be given.

Very truly yours,

W. C. Williams
State Highway Engineer

Eyt

R. L. Porter
Office Engineer

Enclosures

DBP:cr

RECEIVED
SEP 20 1960
UNITED STATES GOVERNMENT
Memorandum

FOR FILING

TO : Mr. W. C. Williams
State Highway Engineer
(19) 44 Salem, Oregon
5608
FROM : C. G. Volk, Division Engineer
08-35.6 Salem, Oregon

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

DATE: September 20, 1960

SUBJECT: Oregon Project No. I-5-1(19)44, Homestead-Rock Point Section
Order for Extra Work No. 5

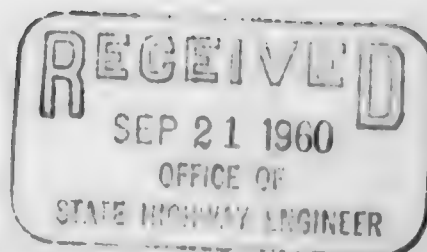
We are returning herewith an approved copy of Extra Work Order No. 5 covering the removal of a column and two footings on the Homestead-Rock Point Section of the Pacific Highway, Project I-5-1(19)44.

This additional cost to the project is due to a field error over which this office has no direct control and we therefore are reluctant to approve such for Federal participation. While, in this instance, we are approving the Order, we suggest that possibly further efforts should be made to eliminate this type of an error. It will not be our general policy in the future to approve extra work orders or price agreements for the correction of out-and-out field errors.

Attachment

Porter

NOTED
FORREST COOPER



RECEIVED

SEP 1960

FOR FILING

1-5-1 (14) 44

5601

CON BPA 21 9-13-60 454P

G S PAXSON

NOTED
G. S. PAXSON

MR LYLE SANS OF COPCO IN MEDFORD WOULD LIKE A LETTER CONFIRMING THE
AUTHORIZATION TO CONSTRUCT THE TEMPORARY SHOO FLY AT PACIFIC HIGHWAY
OVERCROSSING AT HOMESTEAD ROCK POINT SECTION CONTRACT NO 5608

ROY NORTON
EXG

3..

RECEIVED
SEP - 9 1960

FOR FILING

15-44744
5-1-5

September 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 5 covering the removal of a column and two footings on the Homestead-Rock Point Section of the Pacific Highway in Jackson County, Contract No. 5608, in connection with Federal Aid Project No. I-5-1(19)44.

This work is necessary to correct error in the placing of one concrete footing and column at bent 2 and one footing at bent 3 of the northbound overcrossing structure at Homestead.

This work has been tentatively approved by the BPR Bridge Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb
Enc.

RECEIVED
AUG 25 1960

FOR FILING

1-5-1(19) 44
5608

August 24, 1960

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 (Revised) covering slide removal, with necessary clearing and grubbing, on the Homestead-Rock Point Section of the Pacific Highway in Jackson County, Contract No. 5608, in connection with Federal Aid Project No. I-5-1(19)44.

Order for Extra Work No. 4 covering removal of slides at Rock Point in the amount of \$100,000 was approved July 16, 1960. It is now evident that there will be approximately 100% overrun for this work. The revised order is to cover the overrun for a total of \$200,000 for removal of the slide.

The revised Order for Extra Work No. 4 has been verbally approved by the DPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:sw

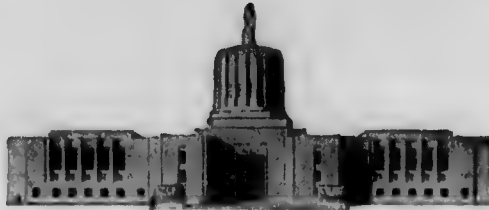
Enc.

RECEIVED

COMMISSIONERS

FOR FILING
KING, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

AGENDA

SEP 29 1960

4d-1

August 22, 1960

Oregon State Highway Commission

Gentlemen:

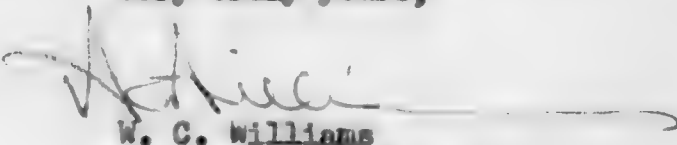
It has become apparent that the project authorization for the Homestead-Rock Point Section of the Pacific Freeway, Contract No. 5608, will overrun \$100,000, or 11.1 per cent.

This anticipated overrun is due almost entirely to the development of a large slide in the Rock Point cut itself. The correction of this slide to assure a stable cut slope involves approximately 190,000 cubic yards of excess material that will be removed and utilized in other portions of the work. It is anticipated that the removal and disposal of this material will amount to about \$200,000 in cost. This \$200,000 is offset by reductions in the bid amount and contingencies, so that the amount requested above the project authorization is \$100,000.

It is, therefore, requested that the increase in the project authorization from \$896,872.08 to \$996,872.08 be authorized.

This matter will be on your agenda for the next meeting.

Very truly yours,


W. C. Williams
State Highway Engineer

NOTED
FLOYD QUERY

5.10

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

August 16, 1960

SUBJECT: Homestead-Rock Point Section
Pacific Highway
Contract No. 5608

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Enclosed find Report on Expected Overrun of Project Authorization for this section. It is anticipated that an overrun of \$100,000 or 11.1 per cent will occur. Said overrun will be due entirely to a large slide which occurred in the cut slopes on the Rock Point cut itself. As you are undoubtedly aware, Rock Point was not appropriately named in as much as the material is a mixture of rotten rock and earth which would not stand on the design of 1:1 slopes.

We have determined that it will be necessary to remove considerably more material than designed. Our estimate of the quantity of this excess material is 190,000 cubic yards. We negotiated with the contractor, Roy L. Houck Sons' Corporation, but were unable to secure from him a price that could be justified by us and approved by the Bureau of Public Roads. It was therefore decided that the excess material in the slide would be removed by force account method in which the Bureau of Public Roads has signified concurrence.

The total estimated cost this date for the slide removal and slope correction work is \$200,000. It is also necessary to do corrective work on piers at the Homestead separation structure in the amount of \$6,000 due to engineering staking errors. Contingencies available and reductions in bid quantities will offset this amount to bring the total expected overrun to the \$100,000.00 requested.

The excess materials removed from the slide will be disposed of as follows:

1. All the roadbeds west of Rock Point will be completed including the raising of the grade westerly of Rock Point 1.5 feet.

which 2. Material will be used in the interchange areas to flatten slopes which will be later landscaped.

3. Approximately 54,000 cubic yards of general excavation in Rock Point will be left in place for future construction easterly of Rock Point itself.

FORREST COOPER

Mr. Forrest Cooper

-2-

August 16, 1960

4. An additional 24,000 cubic yards within the slide section itself will also be left in place for use easterly of Rock Point at a later date.

A copy of Mr. Edwards' memo to the files dated July 14, 1960 and a copy of Mr. Morgan's letter of transmittal for this report on over-run are enclosed.

A rough draft to the Commission requesting this increase in the project authorization is enclosed.

Tom Edwards
Construction Engineer

By,

F. B. Klaboe
F. B. Klaboe

Field Construction Engineer

FBK:fp

Enc.

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

August 15, 1960

CONSTRUCTION DIVISION

RECEIVED

ASG 16 1960

SUBJECT: Expected Over-run
Homestead-Rock Point
Contract No. 5608

NOTED--☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

To: Mr. Tom Edwards
Construction Engineer

Attention: F. B. Klaboe

Herewith a revised "Report On Expected Over-Run of Project Authorization" on the above mentioned project. We expect to hold the expected over-run to the \$100,000.00 amount previously authorized subject to approval of the following proposals:

1. That all roadbeds west of Rock Point cut be completed with slide correction material, placed by force account and finished under contract items.
2. That approximately 54,000 cubic yards of General Excavation, Location "B", remaining in the Rock Point cut be left for future construction. (The additional 24,000 cubic yards general excavation shown on the report is slide material and will be needed to complete construction to the east.)
3. That the "S" line as shown on plans not be constructed under this contract and the base surfacing materials saved will be used to surface frontage roads and connections so that property owners will have access to their property during the coming winter season.
4. That flume materials will be purchased and made available to the contractor who completes Rock Point excavation.

Attached hereto is "Order for Extra Work" to cover cost of slide removal and necessary clearing and grubbing. This order increases Extra Work Order from \$100,000.00 to \$200,000.00. Anticipated reduction in General Excavation, Short Overhaul and Long Overhaul permit contract to remain at present authorized amount of \$996,872.08.

I recommend approval of these orders.


F. D. Morgan
Division Engineer

sc
Egc.

Salem, Oregon
July 14, 1960

MEMO TO THE FILES

On Tuesday, July 12th I met with contractor representatives Roy L. Houck and Roy L. Houck, Jr., Division Engineer F. D. Morgan, Assistant Division Engineer L. R. Chandler, and Resident Engineer Al Chapman concerning removal of the slide at Rock Point. Approximately 200,000 cubic yards outside the original cross-section are involved.

This matter had been previously discussed between the Division personnel and the contractor. The contractor requested a Price Agreement of 90 cents per cubic yard (which is 25 cents above his bid price for excavation) for removal of this slide. The matter was discussed prior to my meeting with the interested parties in the field with the Bureau of Public Roads. Division Engineer Polk, Mr. D. M. Enrich, and Mr. Florian Mills were present at that meeting. Mr. Polk expressed opposition to granting an additional compensation to Houck for removal of this slide material and stated that, if an agreement could not be reached for removal at the bid price of 65 cents, removal by extra work would be approved.

Removal of this slide is a difficult operation. It is my belief that the cost will be about 65 cents per yard. The contractor disagrees on the grounds that: (1) this will be a difficult operation principally because the construction equipment must negotiate a 40-degree grade to get into the excavation area. The TS-24 Euclid scrapers are the only ones that can negotiate this grade; and, (2) a considerable hazard is involved since the Gold Hill Irrigation District's main canal runs directly under the slide.

There is doubt in my mind that the entire amount of material plotted on the sections will have to be removed, since there appears to be a hard rib in the easterly end of the cut which appears stable. This material will not be removed unless necessary.

The contractor has rough-graded many of the portions of the job which will be affected by this slide correction. It is proposed to remeasure the project prior to the start of the

force account work and again at the end of the force account work. Based on these foregoing principles, tentative agreement as to procedure was reached as follows:

1. The proposed grade line westerly of the point will be raised approximately 1.5 feet to permit disposal of excess material.
2. Force account haul will be fairly long. There is some unused fill area near the slide, but the contractor had purposely taken most of the long haul on the job in order that the free haul area be available in the later stages of the job (a) because of excess fill depths permitting easier disposition of larger materials if encountered; and, (b) to make a more economical operation. It was agreed that this situation would be retained as nearly as possible at the end of the force account work.
3. Excavation is to start on the slide with haul toward the westerly end of the project.
4. It is possible to dispose of materials easterly of the contractor's project in the proposed additional lane on the Rock Point-Seven Oaks Section. This will entail: (a) placing the traffic on the two-lane section passing under the Rock Point Bridge; (b) hauling across traffic; and (c) hauling along the shoulder of the existing road around Rock Point. Due to these objectionable features, it was decided that the haul should not be undertaken easterly unless necessary.
5. The clearing on the easterly portion of the projected slide removal area shall not be done unless and until absolutely necessary, since there is doubt as to the exact hardness of the material on the easterly portion of the correction area and since leaving the clearing in place will furnish some protection to the irrigation flume directly underneath the easterly part of the slide correction area.
6. The contractor has a considerable amount of the westerly portion of the job in a rough grade status. No fine grading has been done and it is the intent that the work shall be left in approximately the same condition at the end of the force account correction.
7. The contractor shall fine grade the entire unit as a part of his contract work.
8. The topsoil shall be placed as directed and at contract prices.
9. The force account work on the slide correction shall be confined to that area shown on the proposed cross-sections above the first bench. This bench is about 60 feet above the originally proposed grade and is some 10 to 20 feet above the floor of the cut now existing.

10. The resident engineer shall reassess the project now and shall reassess the project at the end of the force account period in order that there be no uncertainty as to the contract pay quantities.

11. The force account items shall be in accordance with standard A.G.C. rates and practices. The flagging shall be paid for in its entirety during the force account operation. Supervision will be limited to shift bosses and sufficient timekeeper personnel as is necessary to keep the records and prepare the billings with no allowance to be made for overhead or office personnel which are a part of the contractor's regular operation.

12. The matter of possible damage and liability due to any possible break in the Gold Hill Irrigation District's flume was discussed at length. The contractor is to check the extent of his existing insurance and is to check the possibility of added insurance against crop damage due to a break in the flume. A decision will be made on whether to secure additional insurance when the premium can be determined. In the meantime, the contractor is to do the following things:

(a) Get additional flume on the project. The contract items call for the furnishing and placing of approximately 120 feet of flume; this is necessary due to revision of the canal. This material will be placed on the job without charge, since it is a part of the contract items. It will be temporarily used if damage occurs due to force account operations.

(b) Bumper logs will be kept in place below the easterly part of the excavation and the timber will be left in place as long as possible to minimize the possibility of rock rolling over the hillside into the flume.

(c) Three different lines of Type 3 fence will be strung along the face of the cut at intervals above the flume to catch small rolling rocks which might damage the flume. This will be strung on trees as much as possible to minimize installation cost. This will be a force account item.

(d) The contractor will not blast in the area over and above the flume. This particular area is in that portion of the correction area where a solid rib of rock

SEND TO THE FILES

July 14, 1960

appears to lie and its removal may not be necessary.

13. After correction of the slide and completion of the work westerly of the Rock Point cut, this matter will be re-assessed to determine if the balance of the material in the original cut shall be removed or whether it shall be left in place and the contract closed out with the material to be used in a later contract east of Rock Point.

Tom Edwards
Construction Engineer

TE:fp:jw

cc Forrest Cooper
C. G. Folk
F. D. Morgan

RECEIVED
OCT 10 1960

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name Homestead - Rock Point Date August 11, 1960
Highway 5-1(19)44 Pacific Contract No. 5608
County 540 Jackson Kind of Work Grading & Structures Contractor Roy L. Housck Sons' Corp.
Contract Amount \$ 783,219.63

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity	Unit Price	Amount
5. General Excavation Location "B"	-75,000	0.65	-50,700.00
6. Short Overhaul	-600,000	0.005	-3,000.00
7. Long Overhaul	-60,000	0.30	-18,000.00

Minor items, unitemized algebraic total -7,000.00

Subtotal

\$ -78,700.00

Approved work orders (Price, extra work and state force orders)

\$ 111,252.20

Expected over-runs and under-runs in work orders:

Amount

Major items, itemized:

E.W.O. No 4 Slide Removal	+100,000.00
Correct Pier Alignment at Homestead Separation Structure	+6,000.00

Minor items, unitemized algebraic total

Subtotal

\$ 106,000.00

Authorization for engineering

\$ 63,777.57

Expected over-run or under-run of engineering authorization

\$ None

Costs not included above (explain)

\$ 11,322.68

Allowance for future contingencies (2.5% of work remaining)

\$ 11,322.68

Credits to come from transfers and deductions

\$ 996,872.08

Present estimate of project cost

\$ 996,872.08

Brief Statement of principal causes of over-run:

Large slide developed in Rock Point cut. Material encountered in cut is not stable enough to stand on designed 1:1 slope.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	\$ <u>896,872.08</u>
Present estimate of project cost	\$ <u>996,872.08</u>
Expected over-run (Amount)	\$ <u>100,000.00</u>
Expected over-run (per cent)	<u>11.1</u> %

Space to right of this line is for use of Salem office.

Submitted by: R. L. Housck
Resident Engineer

Noted by: John Klabe
Construction or Bridge Engineer

Confirmed by: W. H. Housck
Division Engineer

Noted by: W. H. Housck
Deputy or Assistant State Highway Engineer

RECEIVED

Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

July 10, 1960

51
511
C. G. Folk, Division Engineer
08-35.8-DB Salem, Oregon

Oregon Project I-5-1(19)44, Homestead-Rock Point Section, Pacific Highway,
Contract No. 5608 - State Force Order for seeding and mulching -
Estimated Amount - \$3,840 - Federal-aid Participation - \$3,456

Reference is made to your letter dated July 7, 1960 concerning
subject order.

We are approving the use of State Forces as being in the public
interest in accordance with FPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed
to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to
perform the work most economically.
3. The amount of the work is too small to warrant a separate
contract.

Reimbursement will be made on an actual cost basis.

Porter

NOTED
FORREST COOPER

RECEIVED
JUL 15 1960

FOR FILING

I 5-119)44
5608

July 15, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering slide removal and necessary clearing and protective work on the Homestead-Rock Point Section of the Pacific Highway in Jackson County, Contract No. 5608, in connection with Federal Aid Project No. I-5-1(19)44.

A slide involving approximately 200,000 cubic yards of material outside of the original cross section has occurred at Rock Point. Removal is necessary for the prosecution of the project.

For detail of the proposed work refer to Mr. Tom Edwards memo to the files dated July 14, 1960, a copy of which has been sent to you.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

RECEIVED
JUL - 8 1960

FOR FILING

I-5-1(19)44

July 7, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering connections to irrigation lines on the Hornstead-Buck Point Section of the Pacific Highway in Jackson County, Contract No. 5603, in connection with Federal Aid Project No. I-5-1(19)44.

Irrigation lines, not shown on the plans or known, were discovered during construction. In order to maintain irrigation it was necessary to make field connections to the pipes. The work was done as an emergency and has been verbally approved by the B.P.R. Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.
DBP:cr

RECEIVED
JUL 12 1960

FOR FILING

I 5 (19) 44

July 7, 1960

Mr. C. O. Folk
Division Engineer
Bureau of Public Works
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 4, Account No. 224-231, covering seeding and mulching on the Hornstent-Buck Point section of the Pacific Highway in Jackson County, Contract No. 5603, in connection with Federal A14 Project No. I-5-1(19)44.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your approval of this order on actual cost basis under the provisions of PHS 21-6.3 is requested.

The total estimated amount of the order is \$3,140.00, with Federal participation of \$3,456.00.

This order has been verbally approved by the B.P.R. Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosure

DBP:cr

RECEIVED
FORM B-30K 10M 2-60 20118

FOR FILES

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

NOTE
W. C. WILLIAMS

Salem, Oregon

July 5, 1960

SUBJECT: Homestead-Rock Point Section
Pacific Freeway
Contract No. 5608

To: MEMO TO THE FILES

Disposition of some 188,000 cubic yards of excess material between Stations 805 and 817 on this section was discussed with Mr. Mills, Emrich, and Dee of the Bureau of Public Roads today. This 188,000 cubic yards of material must be removed in order to stabilize a large slide. The original plans call for taking a cut out in this area on a 1:1 slope. After getting the cut almost out, the slide occurred and it will be necessary to bench the entire slopes using 30-foot horizontal benches every 60 feet vertically with 1 1/2:1 slopes between.

W C W
This material is all excess material. We have determined that about 60,000 cubic yards can be utilized by placing it in a waste area on future alignment east of Rock Point. We also can utilize an additional 50,000 cubic yards by raising the grade between Station 720 and 780 1.5 feet. The material in the area between 720 and 780 is very poor and the fills are minor. By raising the grade 1.5 feet with this good material from the slide, we eliminate the necessity of sub-excavating poor material. We can also use approximately 25,000 cubic yards flattening slopes in the Rock Point Interchange area. The remainder, if any, will have to be disposed of in some suitable waste area. to

Raising the grade between Station 720 and 780 1.5 feet will entail using some slopes steeper than the designed 4:1. We will, however, not get any steeper than 3:1.

The material that will be wasted on future alignment on the Rock Point-Blackwell Hill Section will be utilized to eliminate borrow on the Rock Point-Blackwell Hill Section.

It was the opinion of the Bureau of Public Roads officials that no extension of contract limits is necessary to handle the work, due to the fact that the clearing and grubbing required in this waste area amounts to only about \$500 and that the culvert extensions amount to only about \$700. These items are considered minor and incidental to the waste operation.

The entire method, as outlined above, of handling this excess

Memo to the Files

-2-

July 5, 1960

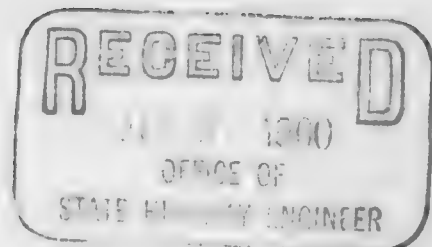
material has been approved by the Bureau of Public Roads and the Division *Eng'r.*
has been instructed to contact the contractor and obtain a Price Agree-
ment covering the work. The Bureau of Public Roads indicated that they
would need strong justification before they would participate in unit
prices above bid price.

Tom Edwards
Construction Engineer

By *F. B. Klaboe*
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc G. G. Polk
Forrest Cooper ✓
F. D. Morgan



RECEIVED

JUN 10 1960

FOR FILING

5-100004
5608

June 9, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering shoring and cribbing on the Homestead-Rock Point Section of the Pacific Highway in Jackson County, Contract No. 5608, in connection with Federal Aid Project No. I-5-1(19)44.

This work is necessary due to excavation below elevation shown for footings at bent 2 of the Pacific Highway Overcrossing at Homestead. It has been verbally approved by the BPR Bridge Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

RECEIVED
MAY 15 1960

FOR FILING
IS-109)44
5608

May 16, 1960

Oregon State Highway Commission

Gentlemen:

On May 12, 1960, at 8:30 a.m., authorization was granted for the installation of a 35-mile-per-hour construction speed zone on the Pacific Highway at Rock Point. Your approval is recommended for the establishment of a 35-mile-per-hour construction speed zone on the Pacific Highway between M.P. 294.23 and M.P. 294.67 for southbound lanes only.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. P. M. Stephenson
Mr. F. B. Crandall

VPJ:pk as

RECEIVED
APR 15 1960

FOR FILING

I-5 (11-1) 44

April 15, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on March 7, 1960, on Contract No. 5608, Homestead-Rock Point Section, in Jackson County, in connection with Federal Aid Project No. I-5-1(19)44.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

RECEIVED
APR - 6 1960

FOR FILING
COMMISSIONERS
M. K. McGIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM
5608



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
April 5, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Roy L. Houck Sons' Corporation
1585 20th Street NE
Salem
Oregon

Gentlemen:
We enclose for your files a fully executed copy of
the following described contract which was awarded to you
by the State Highway Commission

Contract #5608, awarded March 10, 1960,
for grading-structures on the Homestead-
Rock Point Section of Pacific Highway
in Jackson County.

A copy of this contract is also being sent to the surety
on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAR 31 1960

FOR FILING

March 30, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are
copies of Order for Extra Work No. 1 covering the State's share
of flagging costs on the Homestead-Rock Point Section of the
Pacific Highway in Jackson County, Contract No. 5608, in con-
nection with Federal Aid Project No. I-5-1(19)44.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb

Enc.

RECEIVED
1960

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLANDKENNETH N. FRIDLEY, MEMBER
WASCOGLENN L. JACKSON, MEMBER
MEDFORDFLOYD QUERY, SECRETARY
SALEM

FOR FILING

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 30, 1960

NOTED
W. C. WILLIAMSMr. G. Ivan Peoples
Gold Hill,
Oregon

Dear Mr. Peoples:

Reference is made to your recent request for information concerning a proposed six-inch water line crossing of the Pacific Freeway near Station 722 on the Homestead-Rock Point Section.

You called to our attention an error in the marking of the north and southbound lanes on the profiles forwarded to you February 19, 1960. You are correct in that the lanes were incorrectly marked and if you change them around on your copies of the drawings they will be correct.

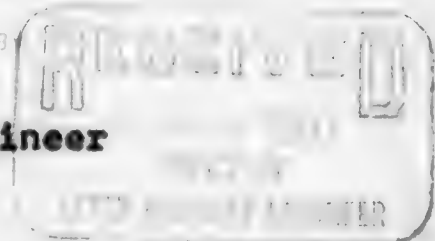
This section is now under contract to the Houck Construction Company and any installation by your organization will have to be accomplished with the permission of the Houck Company. It will also be necessary to contact the local District Maintenance Superintendent, Mr. Richard F. Lytle, at P. O. Box 608, Grants Pass and execute with him a permit for said crossing.

We believe that your suggestion to move the crossing to a right angle crossing at Station 722 is entirely acceptable. As shown on the drawings previously forwarded to you, the flow line of the pipe should be two feet below the flow line of the proposed ditches. We would further require that the installation be done under the supervision of our inspectors.

Very truly yours,

W. C. Williams
State Highway Engineer

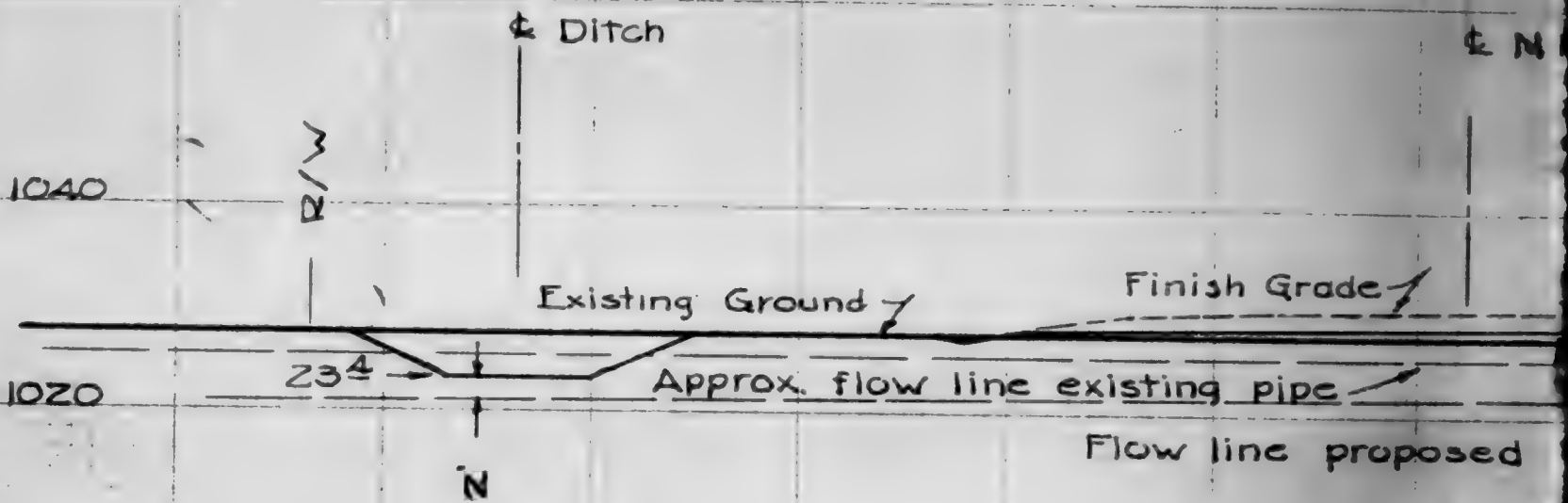
FBK:fp:jw

cc W. C. Williams
F. D. Morgan
R. F. Lytle
A. L. ChapmanBy ORIGINAL SIGNED BY
TOM EDWARDS
Tom Edwards
Construction Engineer

CS-51-A

02-21-5

alifor notogiri beoqora
Haweshead



NOTE:

Section taken along existing pipe line.
Skew angle approx. 48°.

PROFILE
PROPOSED IRRIGATION PIPE

HOMESTEAD - ROCK POINT SECTION

PACIFIC HIGHWAY JACKSON COUNTY

2-19-60

Scale 1"=20' Horiz & Vert.

± NB. Lanes

± SB. Lanes

de 7

265 7

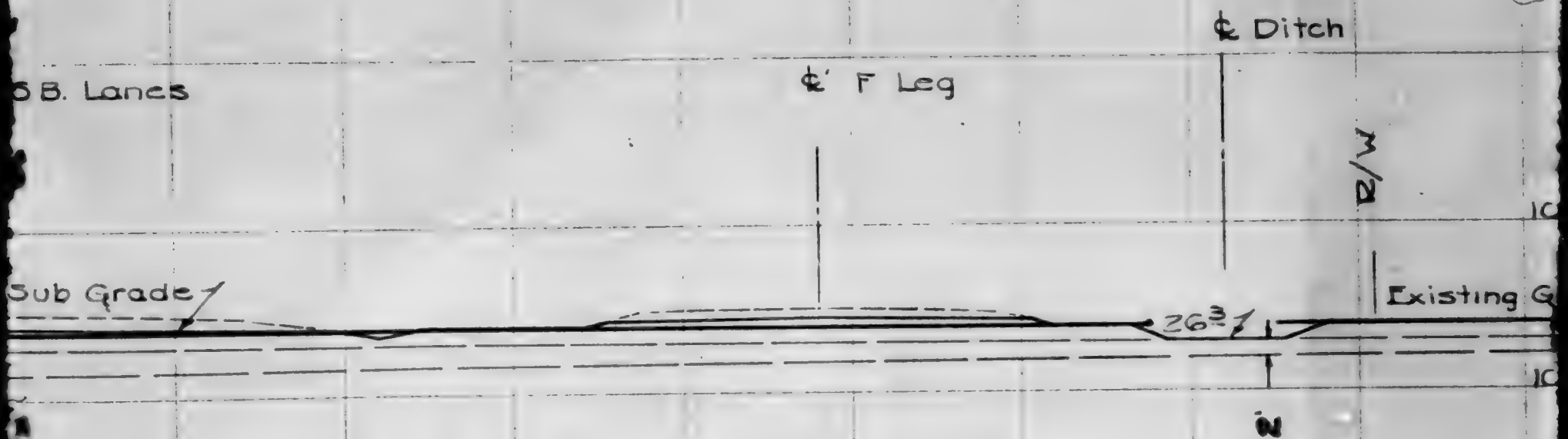
Sub Gr

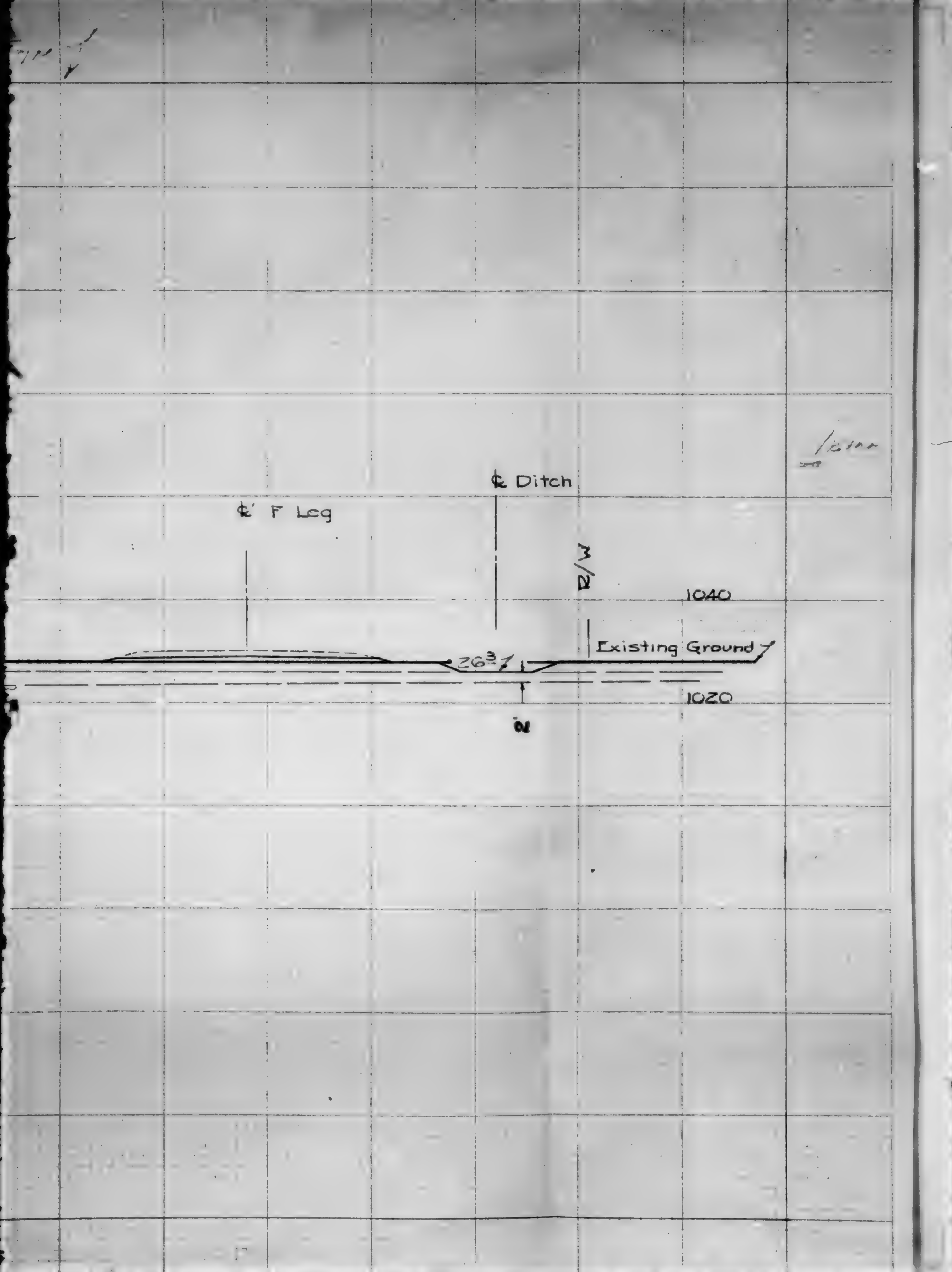
proposed pipe

Sta. 721+15. Approx.

TEMP

15711







IVAN PEOPLES
REALTOR - BUILDER

In the Rogue River Valley of Southern
OREGON



Office on U. S. Highway 99 midway between Madford and Grants Pass

PHONE
ULrick 5-1020

March 1, 1960 •

MAIL ADDRESS
GOLD HILL, OREGON

Oregon State Highway Dept.
Salem, Oregon.

File 29011
Rock Point - Homestead
Section Pacific Highway

Attention Mr. D. J. Barbee
Assistant Construction Engineer

Dear Mr. Barbee:

I want you to know that I deeply appreciate your action in providing me with a profile across the Freeway along the line of my existing six inch metal pipe line at Station 721 plus 15 which lies between Rock Point and Bolts Homestead.

This is the pipe line I contemplate using to carry water from a well from the southerly to the northerly side of the Freeway where it may serve water for household use in homes in my sub-division.

The profile shows three (3) roadbeds with the "F Leg" on northerly side of the two main lanes. I interpret the "F Lane" to mean the Frontal Road.

We know the frontal road is to be on the southerly side of the Freeway R/W, i.e. on southerly side of the two main lanes of traffic. Either I mis-read your drawing or the NB and SB lanes should be indicated in reverse positions. Who is right?

If I find it practical to lower my 6" metal pipe line, is it a job I may have done by my employees under my direction before the grading is done by the contractor for this section of the new Freeway?

If I re-lay that 6" pipe line, is there any reason why I should NOT lay it at a right angle to the center line of the new Freeway at Station 722? At an angle of 90° across the center line at that Station, the line would be 150 feet shorter and it would terminate on the southerly R/W line at a point 130 feet nearer the well to which the line would be connected. The existing line crosses at a "Skew Angle" of approximately 48°.

Yours truly,
G. Ivan Peoples
G. Ivan Peoples
Gold Hill, Oregon

CONSTRUCTION DIVISION

RECEIVED

MAR 2 1960



RECEIVED
MAR 22 1960

FOR FILING

1-5-1(19)44
5-08

March 21, 1960

Honestead-Rock Point Section
Pacific Highway
Jackson County
1-5-1(19)44

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting herewith the following data in connection with adjustment of the Pacific Telephone and Telegraph Company's facilities on the above project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company for the adjustments.
2. Two copies of the Company's estimate of cost for the required adjustments.
3. Two copies of the sketch map prepared by the Company showing location of adjustments to be made.

Your approval of the agreement between the State and Company, and authorization to proceed with the work as of this date under the provisions of PPM 30-4, are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

N. L. Porter
Office Engineer

CN:jb

RECEIVED
MAR 22 1960

FOR FILING

I-5-1(19)44
When replying, refer to:
06-35.5
5608

When replying, refer to:
06-35.5

408 State Highway Bldg.
Salem, Oregon

March 21, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. R. L. Porter

Re: Pacific Telephone and Telegraph Company
Homestead-Rock Point Section
Pacific Highway
Jackson County
Project No. I-5-1(19)44

Dear Sir:

Reference is made to your letter of March 21, 1960.

We hereby approve the agreement evidenced by the exchange of letters between the State and the utility company dated February 23, 1960, and March 11, 1960, regarding the adjustment of facilities of the referenced utility company.

Authorization to proceed with the work is granted as of March 21, 1960. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

C. G. Polk

NOTED
FORREST COOPER

RECEIVED
MAR 21 1960
WASHINGTON

FOR FILING

I-5-1(19)44

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to
5608 08-32 8-DB

408 State Highway Building
Salem, Oregon

March 18, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir

The agreement and estimate covering the adjustment of the California Power Co. power lines on the Homestead-Rock Point Section I-5-1(19)44 of the Interstate Highway, submitted with your letter of March 16, 1960 are considered satisfactory.

You are authorized to proceed with the work covered by this agreement in accordance with the provisions of FPM 30-4 and the current AASD Policy on Accommodation of Utilities on the National System of Interstate and Defense Highways.

Very truly yours;

C. U. Folk
C. U. Folk
Division Engineer

*Edw
Porter*

RECEIVED
MAR 17 1960

FOR FILING

5-1-14
5708

March 16, 1960

California Oregon Power Co.
Power Line Adjustments
Homestead-Rock Point Sec.
Jackson County
Project No. 1-5-1(19)llh

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting herewith the following data in connection with adjusting the California Oregon Power Co. power lines on the subject project:

1. Two copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the company for adjusting its lines.
2. Two copies of the Company's estimate for doing this work.
3. Two copies of the sketch (2 pages) prepared by the Company showing the adjustments.

Your approval of the agreement and authorization to proceed with the work as of this date under the provisions of PPM 30-4, are requested.

Please note that the estimate of \$1,719.00 is on a firm cost basis and is very reasonable. Approval of the estimate on a lump sum basis under the provisions of Section 7 B (3), PPM 30-4, is further requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. L. Porter
Office Engineer

DBP:jb

RECEIVED
MAR 11 1960

FOR FILING

J E-1 (19) 44
5608

March 10, 1960

Roy L. Houck Sons' Corporation
1555 20th Street, N. E.
Salem, Oregon

Gentlemen:

The State Highway Commission on March 10, 1960 awarded to you State Highway Contract No. 5608 for grading and structures on the Homestead-Rock Point section of the Pacific Highway in Jackson County.

This award was based on your bid of \$783,219.63 which was the low bid submitted to the Commission on March 1, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc:

Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED

FOR FILING

I-5-1 (19)44

When replying, refer to
5608 08-35.1

408 State Highway Building
Salem, Oregon

March 10, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5608 for Oregon Project I-5-1(19)44, Homestead-Rock Point Section of the Pacific Highway, to Roy L. Houck Sons Corporation of Salem, Oregon, low bidder in the amount of \$783,219.63 at the March 1, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

*orig.
Porter*

NOTED

FORWARDED

NOTED
10/11/60

RECEIVED
FEB 25 1960
WASHINGTON

FOR FILING

I-5-1(19)44	
5608	When replying, refer to: 00-33.1

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

408 State Highway Building
Salem, Oregon

February 25, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Project I-5-1(19)44
Homestead-Rock Point Section

Dear Sir:

The P.S.M. grading plans for the above project, as approved by this office on February 11, 1960, indicate the left shoulder will be stabilized to a 6 foot width under a future surfacing contract.

As the design for this project was completed prior to issuance of the Instructional Manual for Preparation and Submission of the Revised Estimate of Cost for Completing the Interstate System, neither your office nor this office was aware of the width limitations for left shoulders as provided in that manual. For your convenience the following excerpt from Page 24 of the Manual is quoted:

"On medians of sufficient width there are both structural and operational advantages in all weather left shoulder sections within the median. These should be narrower than shoulders on the right and stabilized widths of 3 to 4 feet have been found adequate. The costs of left shoulders having a stabilized width of 3 or 4 feet may be included in the estimate when used"

On Page 26 of the Manual under the heading "Other Design Standards" permissive authority to accept higher standards is provided under certain conditions. However, where the ratio of DMV(1975) to capacity is appreciably less than 1, it is expected that values selected for cross section elements will be the minimum values complying with standards. As the ratio for this specific project is but 0.53 and therefore substantially less than 1, your future surfacing plans should provide for left shoulder stabilization to a width not greater than 4 feet.

It is our present belief that no rural Interstate project in Oregon will meet the test for stabilized left shoulder width in excess of 4 feet. Your design department should be advised accordingly.

*orig. to
Edwards
copy to
Dexter*

W. C. Williams - 2

February 23, 1960

In addition, you also use higher design values for other elements which are above AASHTO minimum values. You are expected to justify to the satisfaction of the Regional Engineer your use of design speeds in excess of 30 miles per hour in urban areas, three-foot rather than two-foot offsets to barrier curbs on bridges longer than 150 feet, etc. Your reasons for using such values on sections where the DNV(1975) approaches the design capacity should be furnished at an early date.

Very truly yours,


C. G. Folt
Division Engineer

RECEIVED
B 25 1930

COMMISSIONERS

M. K. MCIVER, CHAIRMAN
PORTLANDKENNETH N. FRIDLEY, MEMBER
WASCOGLENN L. JACKSON, MEMBER
MEDFORDFLOYD QUERY, SECRETARY
SALEM

FOR FILING

F 5-1 (19) 44

5608



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 24, 1960

Mr. Williams

NOTE
W. C. WILLIAMS

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: File No. 29015 - Miller
Homestead-Rock Point
Section
Pacific Highway
Jackson County

Dear Mr. Polk:

This memo is for the purpose of documenting the subject file as to necessity for acquisition.

The subject parcel is purchased in its entirety for right of way use, and extra width was necessitated by a requirement to bench and support an irrigation ditch through a heavy cut.

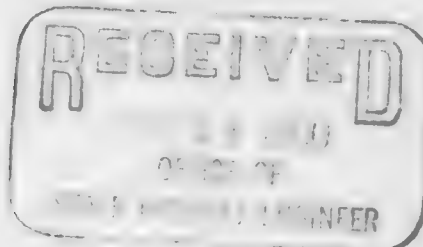
The area involved embraces only necessary roadbed excavation consistent with common practice for providing a little clearance in right of way lines.

Very truly yours,

WALTER T. WRIGHT
Right of Way Engineer

WTW:sg

cc Mr. W. C. Williams ✓
Mr. L. I. Lindas



RECEIVED
FEB 7 1960

FOR FILING

I-5-1(19)44

When replying, refer to:
5608. 08-35.4-DB

408 State Highway Bldg.
Salem, Oregon

February 11, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-5-1(19)44, Homestead-Rock Point Section, Pacific Highway, Jackson County, Grading and Structures. This approval is subject to your increasing the minimum vertical clearance at the Rock Point Interchange structure from 15.25' to at least 16'.

This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired, and receipt of revised plans, including the above mentioned change.

Very truly yours,

C. G. Polk
Division Engineer

W. C. Williams
W. C. Williams

16-8305 Madras Rock Prod. Proj. on 1960
L Hwys.
#5609

RECEIVED
APR 22 1965

FOR FILING

April 21, 1965

Mr. A. W. Parsons
Division Engineer
Bureau of Public Roads
477 Cottage St. N.E.
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 2, Account No. 224-238, covering seeding and mulching on the Tygh Valley-Oak Springs Road Section of The Dalles-California Highway in Wasco County, Contract No. 5609, in connection with Federal Aid Project No. EBF-102(12).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract. The amount is too small to be done by separate contract.

This work was tentatively recommended for approval by the BPR Area Engineer April 20, 1965. Your approval of the order as of that date on actual cost basis under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is \$7,500.00, with Federal participation of \$4,500.00.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

Enc.

DBP:ia

RECEIVED
DEC 16 1960

W. C. Williams

NOTED
W. C. WILLIAMS December 2, 1960

Madras Rock Production
Contract No. 5609

FINAL COST ANALYSIS
Rock Production
Contractor: Frank G. Baulne
Resident Engineer: A. A. Fossen

Jefferson County
Prefix; 16-8305

16-8305						
Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
5609						
3/4"-1/2" Cr. Mat'l in S.P.	2,676.81	Cu. Yd.	2.55	2.04	5,460.25	6,825.87
1/2"-1/4" Cr. Mat'l in S.P.	4,381.48	Cu. Yd.	2.55	2.04	8,913.55	11,172.77
1/4"-#10 Cr. Mat'l in S.P.	1,226.16	Cu. Yd.	2.55	2.04	2,517.35	3,126.71
1/4"-0 Cr. Mat'l in S.P.	2,000.00	Cu. Yd.	2.55	2.04	4,088.19	5,100.00
PA#1 Screen Rejects in S.P.	578.13	Cu. Yd.	0.25	0.25	144.53	144.53
Liquidated Damages	2	Days	60.00			-120.00
					<u>\$21,123.87</u>	<u>\$26,249.88</u>

Gross Revenue \$ 26,249.88

Total Cost 21,123.87

Net Profit \$ 5,126.01

Net Profit equals 19.5% of Gross Revenue

DETAIL OF COST - Contract No. 5609

Labor:

Supervision	\$ 1,043.15	
Labor	5,815.00	
Labor Insurance	969.09	
Health, Welfare, and Pension	280.69	\$ 8,107.93

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	7,041.80	
Equipment Rental, Hired	480.00	
Gas, Oil and Grease	1,173.09	
Bond	153.00	
P.U.C.	101.65	
Move In, Freight and Cartage	565.68	
Small Tools and Miscellaneous Supplies	540.98	
Amt. Paid Yardley Constr. Co., for drilling & Shooting quarry	1,955.26	
Home Office and General Overhead	918.75	
P.L. and P.D. Insurance	85.73	13,015.94

TOTAL COST \$ 21,123.87

Remarks - Contract No. 5609

This was a "State Project" calling for the crushing of 10,284 cubic yards of crushed rock in stockpiles to be used later by the State in maintenance operations on four state highways in Jefferson County.

The contract was bid March 1, 1960, awarded March 10th. Work started May 11th and the project was completed June 13, 1960.

The contractor hired Gibson & Roberts to do the drilling and shooting of the quarry which was located 3.6 miles southeasterly of The Dalles-California Highway at Mile Point 92.3. It required six days for two men and their equipment to complete the drilling and shooting operation.

The contractor moved in his portable three-crusher plant on May 24th and had it erected by the 26th. Crushing was started May 27th. A total of 10,284 cubic yards of rock was crushed in 115 hours for an average of 89 cubic yards per hour which was good production. Equipment used was one portable crushing plant, one D-8 cat and dozer, three owned trucks and one hired truck.

The contractor had good bid prices, good equipment and good supervision realizing a good profit.

M.N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
JUL 21 1960

FOR FILING

16 2505
5609

July 20, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5609 for the Madras Rock Production Project on The Dalles-California - Warm Springs - Madras-Prineville - Silver Highways in Jefferson County was completed by the contractor, Frank G. Baulne, Inc., on June 13, 1960, and was formally accepted on July 7, 1960.

Final payment in the amount of \$787.50 will be released to the contractor on or after July 30, 1960. The total contract amount is \$26,249.88, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

RECEIVED
JUN 27, 1960

FOR FILING

16-8305

3709

June 27, 1960

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Frank G. Baulne, Inc., on contract #5609 for the Madras Rock Production Project on The Dalles-California - Warm Springs - Madras-Prineville - Culver Highways in Jefferson County.

This payment, in the amount of \$12,839.88, will be released to contractor on or after July 7, 1960. The retained percentage is \$787.50.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

16 1305

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 25 June, 19 60

Section Madras Kind of work Rock Production
 Highway 4 County Jefferson Section prefix 16-8305
 Contractor Frank G. Baulne, Inc. Contract number 5609
 Date of contract 10 March, 19 60 Specified work days 56
 Date work started 11 May, 19 60 Work days used 58
 Project authorization \$ 29,250.00 Per cent of time elapsed 103.57 %
 Exclusive of engineering \$ 27,170.00
 Estimated cost of completed project, exclusive of engineering \$ 26,239.73
 Estimated per cent ~~overrun~~ or underrun 3.09 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$ 2,080.00
 Engineering cost to date \$ 1,900.00, 91.34 % Date project was completed 13 June, 19 60

ESTIMATED PER CENT COMPLETE

Stockpile site S. F. O. ^{CLEARING} 100%	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
	None	None	None	None	None	10,862 c. y.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Work on this contract started on Wednesday May 11 when the contractors drilling outfit moved in. Shooting of the drilled holes (24feet deep) completed on May 17. Plant erection started on May 24, completed May 26 and crushing began the same day. Crushing of the materials completed June 13. Piles remeasured June 16 and the semi-final estimate submitted on June 21.

Final report

CONSTRUCTION DIVISION
RECEIVED
JUN 27 1960

NOTED--☒ ☒ ☐ ☐ ☐
CE ACE ACE COE

Signed A. A. FossenAddress Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.
State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			87.2		
Miles partially completed					
Miles completed			87.2		
Total estimated quantities (contract)			10,000		
Total quantities corrected to date			10,862		
Estimated quantities moved or placed to date			10,862		
Average daily quantities			987 (11 days)		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear & Cooler		
Monday	"	"	
Tuesday	"	"	
Wednesday	" & Warm		
Thursday	"	"	
Friday	"	"	
Saturday			

RECEIVED

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

FOR FILING
16-8305

3609



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
April 6, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Frank G. Baulne, Inc.,
P. O. Box 84
Yardley
Washington

Gentlemen:
We enclose for your files a fully executed copy of
the following described contract which was awarded to you
by the State Highway Commission

Contract #5602, awarded March 10, 1960,
for the Madras Rock Production Project on
The Dalles-California - Warm Springs -
Madras-Prineville - Culver Highways in
Jefferson County.

A copy of this contract is also being sent to the surety
on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAR 11 1960

FOR FILING

16-8305
5609

March 10, 1960

Frank G. Baulne, Inc.
P. O. Box 84
Yardley, Washington

Gentlemen: .

The State Highway Commission on March 10, 1960 awarded to you State Highway Contract No. 5609 for the Madras Rock Production Project on four highways near Madras in Jefferson County.

This award was based on your bid of \$25,500.00 which was the low bid submitted to the Commission on March 1, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

U-131(19)

Rogue R.-Park St. Unit,
Redwood Hwy. Jct. Sec.
Rdside. Imp. at Grants Pass

1960

#5610

RECEIVED
NOV 29 1960

FOR FILING

11/29/60
5610

November 29, 1960

American Casualty Co.,
Washington St. at Madison
Reading
Pa.

Gentlemen:

State Highway contract #5610 for roadside improvement on the Rogue River-Park St. Unit of the Redwood Hwy. Jct. Section of Pacific Highway in Josephine County was completed by the contractor, J. C. Denton & Sons, Inc., on May 25, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of \$930.78 will be released to the contractor after acceptance by the Commission. The total contract amount is \$7,781.97, and no force account work was performed on the project.

X You have been previously notified that a claim has been filed against this contract.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Casualty Co.,
Bourland Ins. Agency, Inc.,
1980 Fairgrounds Road NE
Salem, Oregon

cc: J. C. Denton & Sons, Inc.,
505 Park Bldg.,
Portland 5
Oregon

RECEIVED
NOV 17 1960

FOR FILING

11-131 (19)

5610

November 16, 1960

Grinnell Company of Oregon
3240 N. W. 29th Avenue
Portland 10, Oregon

Attention: Mr. W. R. Harri
Credit Manager

Gentlemen:

This is to acknowledge your claim letter of November 11, stating that J. C. Denton & Sons, Inc., owe you \$1,209.64 for materials furnished on State Highway Contract No. 5610 for road-side improvement on the Rogue River-Park St. Unit, Redwood Highway Junction Section of the Pacific Highway in Josephine County.

We have received notification today that your claim was filed in the Secretary of State's office on November 14, 1960, his file No. 3729.

This claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

cc

AUTOMATIC
SPRINKLER SYSTEMS
GRINNELL
DIAPHRAGM VALVES
PIPE HANGERS
AND SUPPORTS

GRINNELL COMPANY
OF OREGON

PIPE, FITTINGS AND
VALVES
PLUMBING AND HEATING
MATERIAL
PREFABRICATED PIPING
AND SUPPLIES

EXECUTIVE OFFICES PROVIDENCE, R.I.

IN REPLY REFER TO -

3240 N. W. 29TH AVENUE
PORTLAND 10, OREGON
November 11, 1960

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

Notice is hereby given that the undersigned, Grinnell Company of Oregon, Portland, Oregon, has a claim for material furnished (pipe, pipe fittings, lawn sprinkler heads, lawn sprinkler valves) to Whitcomb Sprinkler Company, 5253 N. E. Sandy Boulevard, Portland, Oregon, which was for the roadside improvement project at Grants Pass, Oregon, on which J. C. Denton and Sons, Inc., of Portland, Oregon, were the general contractors in the sum of \$1,209.64 against the bond taken from American Casualty Company, through Bourland-McElhinny Insurance Agency, Inc., 1980 Fairgrounds Road N.E., Salem, Oregon, for the work of J. C. Denton contract # 5610 for roadside improvement on the Rogue River-Park St. Unit, Redwood Highway Junction Section of the Pacific Highway in Josephine County.

Yours very truly,

GRINNELL CO. OF OREGON


W. R. Harris
Credit Manager

WRH:bl

cc: Secretary of State
J. C. Denton & Sons
Whitcomb Sprinkler Company
American Casualty Company
Grinnell Co. Attorney

COPIED
BY HEAD

RECEIVED
JUL - 1960

FOR FILING

44-131 (17)
5610

July 6, 1960

American Casualty Co.,
Washington St. at Madison
Reading, Pa.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to J. C. Denton & Sons, Inc., on contract #5610 for roadside improvement on the Rogue River-Park St. Unit of the Redwood Hwy. Jct. Section of Pacific Highway in Josephine County.

This payment, in the amount of \$911.85, will be released to contractor on or after July 16, 1960. The retained percentage is \$930.78.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: American Casualty Co.,
Bourland-McKibbin Inc. Agency, Inc.,
1980 Fairgrounds Road NE
Salem, Oregon

(11 131 (19)
5610

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 3, 1960

Section Redwood Highway Junction Kind of work Roadside Improvement
 Highway Pacific County Josephine Section prefix 17-1045
 Contractor J. O. Denton & Sons, Inc. Contract number 5610
 Date of contract March 10, 1960 Specified work days 60
 Date work started April 19, 1960 Work days used 27
 Project authorization \$ 8,947.86 Per cent of time elapsed 45 %
 Exclusive of engineering \$ 8,311.57
 Estimated cost of completed project, exclusive of engineering \$ 7,751.97
 Estimated per cent ~~underrun~~ underrun 7.50 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$ 636.25
 Engineering cost to date \$ 525.00, 82.5 % Date project was completed May 25, 1960

Sprinkling System	Planting & Seeding	ESTIMATED PER CENT COMPLETE				
~~underrun~~	~~underrun~~	~~underrun~~	STRUCTURES Stairway	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100 %	100 %		100 %			

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Complete semi-final estimate and forward to Division Office.

Noted
M. N. Juve

Signed

Address P. O. Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
MAY 27 1960

FOR FILING

U-131(19)
5610

May 27, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on
May 25, 1960, on Contract No. 5610, Hogan River-Park St. Unit,
Redwood Highway Junction Section, in Josephine County, in con-
nection with Federal Aid Project No. U-131(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: Clarence G. Swenson

RECEIVED
MAY 22 1960

FOR FILING

U-121 (14)
5610

May 5, 1960

Peoples Bank of Oregon
P. O. Box 6
Beaverton, Oregon

Attention: Mr. G. F. Abts
Vice President & Cashier

Gentlemen:

On May 2 we received your letter of April 30 to which was attached two copies of an assignment form signed by J. C. Denton, assigning to your bank funds due or to become due on Contract No. 5610.

We will be pleased to honor the assignment but before we can do so it is necessary that we secure the written consent of the surety which is American Casualty Company, through Bourland-McElhinny Insurance Agency, Inc., 1980 Fairgrounds Road N. E., Salem.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc:
J. C. Denton & Sons, Inc.
505 Park Building
Portland 5, Oregon

FAQ:fp



PEOPLES BANK OF OREGON

P. O. BOX 6
BEAVERTON, OREGON

April 30, 1960

Oregon State Highway Department
Salem, Oregon

Re: 17-1045
U-131(19)

Gentlemen:

We are making a line of credit available to J. C. Denton & Sons, to be secured by an assignment of his contract with the Oregon State Highway Department covering contract No. 5610 for Roadside Improvement on the Pacific Highway of the Rogue River-Park Street Unit, Redwood Highway Junction Section of Josephine County, Oregon.

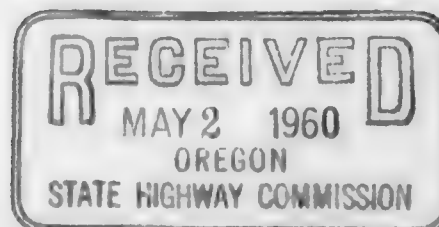
We will appreciate your issuing all checks in the name of J. C. Denton & Sons and the Peoples Bank of Oregon, mailing the checks directly to this office at P. O. Box 6, Beaverton, Oregon.

Will you please sign and return the enclosed duplicate to us as an acknowledgement and acceptance of the assignment?

Very truly yours,

G. F. ABTS,
Vice President & Cashier

GFA::s
Enc: 2





PEOPLES BANK OF OREGON

P. O. BOX 6
BEAVERTON, OREGON

April 29, 1960

For a valuable consideration to us in hand paid by PEOPLES BANK OF OREGON, of the City of Beaverton, Oregon, receipt of which hereby is acknowledged, we do hereby sell, assign, transfer and set over unto the said Peoples Bank of Oregon all moneys due or to become due to the assignor by virtue of that certain contract dated March 10, 1960, between the Oregon State Highway Department and said assignor for work and materials on Contract #5610, Pacific Highway, Rogue River Park Street Unit, Redwood Highway Junction, Josephine County, Oregon.

IN WITNESS WHEREOF, the said assignor has caused these presents to be duly executed this 29th day of April, 1960.

J. C. DENTON & SONS

BY: *J. C. Denton*

The above assignment and order on money due or to become due J. C. Denton & Sons is hereby consented to and receipt of a copy of said assignment is hereby acknowledged.

OREGON STATE HIGHWAY DEPARTMENT

BY _____

DATE: _____

RECEIVED
APR 22 1960

FOR FILING

U-131(19)

3610

April 22, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on
April 19, 1960, on Contract No. 5610, Rogue River-Park St.
Unit Section, in Josephine County in connection with Federal
Aid Project No. U-131(19).

Very truly yours,

W. C. Williams
State Highway Engineer

Ry

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
FORM E-125
APR 12 1960

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

5610

J. C. Denton & Sons, Inc.,
505 Park Bldg.,
Portland 5
Oregon



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
April 12, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5610, awarded March 10, 1960, for roadside improvement on the Rogue River-Park Street Unit of the Redwood Highway Jet. Section of Pacific Highway in Josephine County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

ds
Encl.

Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
MAR 11 1960

FOR FILING

U-131(19)
When replying, refer to
08-35.1
5610

408 State Highway Building
Salem, Oregon

March 10, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of
this date in award of Contract No. 5610 for Oregon Project
• U-131(19), Redwood Highway Junction Section (Roadside Improve-
ment) of the Pacific Highway, to J. C. Denton & Sons, Inc. of
Portland, Oregon, low bidder in the amount of \$7,853.65 at the
March 1, 1960 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

*orig.
Porter*

RECEIVED
MAR 11 1960

RECEIVED
MAR 11 1960

FOR FILING

11-131 (12)
5610

March 10, 1960

J. C. Denton and Sons, Inc.
505 Park Building
Portland 5, Oregon

Gentlemen:

The State Highway Commission on March 10, 1960 awarded to you State Highway Contract No. 5610 for the Rogue River-Park Street Unit, Redwood Highway Junction Section Roadside Improvement Project at Grants Pass in Josephine County.

This award was based on your bid of \$7,853.65 which was the low bid submitted to the Commission on March 1, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc: Tom Edwards
R. L. Porter
R. G. Savage (SIAC)
Mark Astrup

RECEIVED
1960

FOR FILING

When replying, refer to
08-35.4-DB

U-131(19)

5610

408 State Highway Building
Salem, Oregon

February 11, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon
Project U-131(19), roadside improvement on the Redwood Highway Jct.
Section of the Pacific Highway.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

*Calif.
Division*

17-8306 Waters Cr.-Calif. St. Line 1960
#5611 Rock Prod. Proj. on Redwood
& Oregon Caves Hwys.

RECEIVED
AUG 9 - 1960

FOR FILING

17-8306
5611

August 9, 1960

Maryland Casualty Co.,
Hansen & Rowland, Inc.,
611 Henry Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5611 for the Waters Creek-California State Line Rock Production Project on the Redwood and Oregon Caves Highways in Josephine County was completed by the contractor, H. C. Lininger & Sons, on June 28, 1960, but has not as yet been accepted by the Commission.

Final payment in the amount of \$862.45 will be released to the contractor after acceptance by the Commission. The total contract amount is \$29,963.85, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Maryland Casualty Co.,
Baltimore 3
Maryland

RECEIVED
AUG 3 - 1960

FOR FILING

17-8306
5611

August 2, 1960

Hansen & Rowland, Inc.
Puget Sound Bank Building
Tacoma 1, Wn.

Attention: Mr. D. E. Rogers, Manager
Surety Bond Department

Gentlemen:

This is to acknowledge receipt of your letter of July 29 concerning M. C. Lininger & Sons Contract No. 5611 for rock production on the Waters Creek-California State Line Section of the Redwood and Oregon Caves Highway in Josephine County.

Our Office Engineer's Division informs us that the final contract price on this job will be \$29,963.85.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp



"Since 1890"

HANSEN & ROWLAND INC.

GENERAL AGENTS

SURETY BONDS - GENERAL INSURANCE

PUGET SOUND BANK BUILDING - PHONE MARKET 7-1101
TACOMA 1, WASHINGTON

TACOMA
SEATTLE
PORTLAND
LOS ANGELES
SAN FRANCISCO

July 29, 1960

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND INC. NOT TO INDIVIDUALS

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. Floyd Query, Secretary

Re: Contract 5611 - M. C. Lininger & Sons
Waters Creek-California State Line Rock
Production Project

Dear Floyd:

You wrote us July 26th advising that you were making a payment of \$16,290.31 on or about August 5th which is fine with us but we are interested in determining the final contract price. Would you please advise the gross amount that will be paid for this contract.

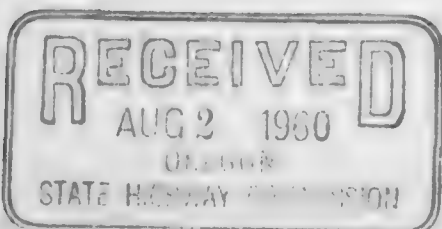
Thank you.

Very truly yours,

HANSEN & ROWLAND, INC.
General Agents

D. E. Rogers
D. E. Rogers, Manager
Surety Bond Department

DER/bga



OK, please answer
to

Doug Parks
Final Contract Price
\$29,963.85

RECEIVED
JUL 27 1960

FOR FILING

17-8306
5611

July 26, 1960

Maryland Casualty Co.,
Hansen & Rowland, Inc.,
611 Henry Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to M. C. Lininger & Sons on contract #5611 for the Waters Creek-California State Line Rock Production Project on the Redwood and Oregon Caves Highways in Josephine County.

This payment, in the amount of \$16,290.31, will be released to contractor on or after August 5, 1960. The retained percentage is \$900.00.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Maryland Casualty Co.,
Baltimore 3
Maryland

17-8306

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 1, 1960

Section Waters Creek - California State Line Kind of work Rock Production
Oregon Caves &
 Highway Redwood County Josephine Section prefix 17-8306
 Contractor M. C. Lininger & Sons Contract number 5611
 Date of contract March 10, 1960 Specified work days 65
 Date work started May 5, 1960 Work days used 65
 Project authorization \$31,303.13 Per cent of time elapsed 100 %
 Exclusive of engineering \$29,077.13
 Estimated cost of completed project, exclusive of engineering \$30,000.00
 Estimated per cent overrun ~~XXXXXXXX~~ 3.2 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$2,226.00
 Engineering cost to date \$1,975.00 88.7 % Date project was completed June 28, 1960
 Semi-final estimate July 6, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	Maintenance MAT'L PROD.
						100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor completed shaping of piles Tuesday of this week.

Dismanteling crushing plant and moving equipment.

Survey party measured all stockpiles.

CONSTRUCTION DIVISION
RECEIVED

JUL 5 1960

NOTED--



Signed

Address P. O. Box 306, Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.
 State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			9,000		
Total quantities corrected to date			9,396		
Estimated quantities moved or placed to date			9,396		
Average daily quantities (Past Week)			None		
Average daily quantities necessary to complete project on time			None		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			2		

Men 1

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors 1

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers 1, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	Warm		
Tuesday	Warm		
Wednesday	Warm		
Thursday	Warm		
Friday	WARM		
Saturday	WARM		

RECEIVED
JUN - 3 1960

FOR FILING

17 306
5611

June 2, 1960

Mr. Richard L. Templin, Jr.
County Engineer, Department of Roads
Josephine County Courthouse
Grants Pass, Oregon

Dear Sir:

Reply is made to your letter of May 25 requesting permission to purchase from M. C. Linniger & Sons 1,500 cubic yards of $\frac{3}{4}$ "- $\frac{1}{2}$ " seal coat crushed rock to be produced from the state highway gravel source one-half mile south of Cave Junction.

This letter will be your authority to deal directly with Linniger & Sons for this material. No royalty will be charged the County for this material.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

cc Mr. Tom Edwards
Mr. F. D. Morgan
Mr. O. E. Roberts

TE:jw er

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
May 31, 1960

SUBJECT: Purchase of Crushed Gravel
by Josephine County

To: Tom Edwards
Construction Engineer
Salem, Oregon

Att: L. H. Young

Forwarded herewith is a letter from R. L. Templin, County Engineer, Josephine County, requesting permission to purchase approximately 1500 yards of $\frac{1}{2}$ "- $\frac{1}{4}$ " crushed rock from M. C. Linninger and Sons who hold a rock production project on the Redwood Highway. This letter is in conformance with your teletype No. 178 of May 31, 1960.

By copy of this letter, I am requesting Resident Engineer Roberts to advise the County and his contractor that the request will be honored and the county may proceed with the purchase of the rock from the contractors.


J. F. Putnam
Asst. Division Engineer

I. A. DeFrance advised that Mr. P. M. Stephenson's approval was given this date granting Josephine County permission to purchase rock.

dis
encl.
cc: G. E. Roberts

CONSTRUCTION DIVISION
RECEIVED
JUN 1 1960

NOTED--☒ ☐ ☐ ☐ ☐
CE ACE ALE COE

RECEIVED
PHONE OR 6-2361 900

17-8206

564

RICHARD L. TEMPLIN, JR.
COUNTY ENGINEER

DEPARTMENT OF ROADS
JOSEPHINE COUNTY
COURT HOUSE
GRANTS PASS, OREGON

May 25, 1960

Mr. Glenn Roberts
Oregon State Highway Department
Grants Pass
Oregon

Dear Sir:

We would like to secure your permission to purchase approximately 1,500 cubic yards of $\frac{1}{2}$ " to $\frac{1}{4}$ " seal coat crushed rock from M. C. Lininger & Sons, now occupying your gravel site one-half mile South of Cave Junction.

This rock will be used on penetration work on county roads in the vicinity of Cave Junction this year.

Sincerely,

RLTJr.
ef

R. L. Templin, Jr.
R. L. Templin, Jr., County Engineer.

RECEIVED
APR 12 1960

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

17-8306

5611



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 12, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5611, awarded March 10, 1960,
for the Waters Creek-California State Line
Rock Production Project on the Redwood
and Oregon Caves Highways in Josephine
County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc
Encl.

RECEIVED
MAR 11 1960

FOR FILING

17-8306
5611

March 10, 1960

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

The State Highway Commission on March 10, 1960 awarded to you State Highway Contract No. 5611 for the Waters Creek-California State Line Rock Production Project on the Redwood and Oregon Caves Highways in Josephine County.

This award was based on your bid of \$27,825.00 which was the low bid submitted to the Commission on March 1, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc:

Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

17-8307 Wolf Cr.-Grants Pass Rock 1960
#5612 Prod. Proj. on Pacific Hwy.

RECEIVED
FEB 17 1961

Wolf Creek - Grants Pass Section
Contract No. 5612

FINAL COST ANALYSIS

Rock Production
Contractor: M.C. Lininger & Sons
Resident Engineer: Glenn E. Roberts

W.C. Williams

February 10, 1961

NOTE:
W. C. WILLIAMS

Pacific Highway
Prefix No. 17-8307

17-8307
Item 5612

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
1/2"-1/4" Cr. Mat. in S.P.	2,304.32	Cu. Yd.	3.04	2.20	5,060.71	7,005.13
1/4"-#10 Cr. Mat. in S.P.	973.63	Cu. Yd.	3.04	2.20	2,161.35	2,959.84
1/4"-0 Cr. Mat. in S.P.	4,367.43	Cu. Yd.	3.04	2.20	9,684.74	13,276.99
PA#1 Haul Adj. favor Contr.	382.30	Yd. Mi.	0.12	0.12	45.88	45.88
						23,287.84
Mat'l Cr. for Logging Co.	11,650.6	Cu. Yd.	1.75	1.15	13,366.33	20,388.55
Mat'l Cr. for County	5,390	Cu. Yd.	1.50	1.15	6,237.53	8,085.00
					\$36,556.54	\$51,761.39

Gross Revenue \$ 51,761.39

Total Cost 36,556.54

Net Profit \$ 15,204.85

Net Profit equals 29.4% of Gross Revenue

DETAIL OF COSTS - Contract No. 5612

Labor:

Supervision	\$ 805.00	
Labor	9,528.73	
Labor Insurance	775.03	
Health, Welfare & Pension	465.02	\$ 11,573.78

Equipment Rental and Miscellaneous Supplies:

Equipment Rental, Owned	14,825.50	
Equipment Rental, Hired	1,276.50	
Gas, Oil and Grease	2,060.93	
Bond	171.00	
P.U.C.	81.30	
P.L. and P.D. Insurance	135.91	
Small Tools and Miscellaneous Supplies	375.50	
Move In, Freight and Cartage	4,000.00	
Royalty on Rock	1,241.05	
Home Office and General Overhead	815.07	24,982.76

TOTAL COST \$ 36,556.54

Remarks - ContractNo. 5612

This was a "State Project" calling for the crushing of 7,645 cubic yards of crushed material in stockpiles to be used by the state in maintenance operations on the Wolf Creek-Grants Pass Section of the Pacific Highway in Josephine County.

The contract was bid March 1, 1960, awarded March 10th. Work started March 15th and the project was completed May 3, 1960.

The contractor moved in his portable crushing plant to a private gravel source located approximately three miles up a county road from the White Bridge, that crosses Graves Creek at M.P. 246.5, on March 15, 1960. Crushing material for the county and a logging company started March 28th. 5,390 cubic yards were crushed for the county, 11,650 cubic yards for the logging company and 7,645 cubic yards placed in stockpile on the state project making a total of 24,685 cubic yards crushed in 216 hours for an average of 114 cubic yards per hour which was very good production.

Equipment used was one 4-crusher crushing plant, one D-7 cat and dozer feeding plant, one D-7 cat and dozer stockpiling and six 10-cubic yard trucks.

The contractor had good bid prices, good equipment and good supervision realizing a very good profit.

M.N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
MAY 31 1960

FOR FILING
17-8307
5612

May 27, 1960

Maryland Casualty Co.,
Hansen & Rowland, Inc.,
611 Henry Bldg.,
Portland 4, Oregon

Gentlemen:

State Highway contract #5612 for the Wolf Creek-Grants Pass Rock Production Project on the Pacific Highway in Josephine County was completed by the contractor, M. C. Lininger & Sons, on May 3, 1960, and was formally accepted by the Highway Commission on May 10, 1960.

Final payment in the amount of \$743.14 will be released to the contractor on or after June 6, 1960. The total contract amount is \$23,287.84, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Maryland Casualty Co.,
Baltimore }
Maryland

RECEIVED
MAY 23 1960

FOR FILING

17-8307
5612

May 19, 1960

Maryland Casualty Co.,
Hansen & Rowland, Inc.,
611 Henry Bldg.,
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to M. C. Lininger & Sons on contract #5612 for the Wolf Creek-Crants Pass Rock Production Project on Pacific Highway in Josephine County.

This payment, in the amount of \$17,893.50, will be released to contractor on or after May 31, 1960. The retained percentage is \$697.27.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc

cc: Maryland Casualty Co.,
Baltimore 3
Maryland

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 7, 1960

Section Wolf Creek - Grants Pass Kind of work Rock Production
 Highway Pacific County Josephine Section prefix 17 - 8307
 Contractor M.C. Lininger and Sons Contract number 5612
 Date of contract March 10, 1960 Specified work days 65
 Date work started March 15, 1960 Work days used 31
 Project authorization \$ 25,650.00 Per cent of time elapsed 47.7 %
 Exclusive of engineering \$ 23,826.00
 Estimated cost of completed project, exclusive of engineering \$ 23,241.96
 Estimated per cent overrun or underrun 2.5 %
 Per cent of contract completed, based on estimated cost 100 %
 Engineering authorization \$ 1,824.00
 Engineering cost to date \$ 1,540.00 84.4 % Semi Final Completed May, 7, 1960
 Date project was completed May 3, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
						100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor completed crushing at 11:00 A.M. Monday and immediately began dismantling and removing crushing plant.

Completed shaping stockpiles Tuesday.

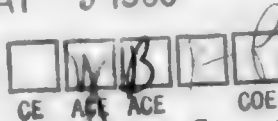
Survey Party completed remeasuring stockpiles Wednesday.

NOTED

CONSTRUCTION DIVISION
RECEIVED

MAY 9 1960

NOTED--



Signed

Address P.O. Box 306 Grants Pass

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)			7,500		
Total quantities corrected to date			7,645		
Estimated quantities moved or placed to date			7,645		
Average daily quantities past week			69		
Average daily quantities necessary to complete project on time			—		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			14		

Men	4
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	6
Men and tractors	3

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers **3**, Compaction rollers, **Trucks 6**, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Fair		
Tuesday	Heavy Showers		
Wednesday	Fair		
Thursday	Fair		
Friday	Cloudy		
Saturday			

RECEIVED
FORM 12-123 1960

FOR FILING

M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WARCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

17-8307

5612



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 12, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

M. C. Lininger & Sons
P. O. Box 1386
Medford
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5612, awarded March 10, 1960, for the Wolf Creek-Grants Pass Rock Production Project on Pacific Highway in Josephine County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
MAR 11 1960

FOR FILING

17-8207
5612

March 10, 1960

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

The State Highway Commission on March 10, 1960 awarded to you State Highway Contract No. 5612 for the Wolf Creek-Grants Pass Rock Production Project on the Pacific Highway in Josephine County.

This award was based on your bid of \$22,800.00 which was the low bid submitted to the Commission on March 1, 1960 for this project. Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc:

Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

18-8324
#5613

Klamath Falls-Hallin Hwy.
Rock Prod. Proj.

1960

RECEIVED
OCT 10 1960

FOR FILING

18-8274
5113

October 6, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

State Highway contract #5613 for the Klamath Falls-Malin Rock Production Project on the Klamath Falls-Malin Highway in Klamath County was completed by the contractor, Asphalt Paving Co., on July 27, 1960, and was formally accepted by the Highway Commission on August 18, 1960.

Final payment in the amount of \$1,027.05 will be released to the contractor on or after October 17, 1960. The total contract amount is \$34,235.02, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

de

RECEIVED
SEP - 2 1960

FOR FILING

11 1329
5/13

September 2, 1960

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Asphalt Paving Company on Contract No. 5613, for the Klamath Falls-Malin Highway Rock Production Project in Klamath County.

This payment, in the amount of \$7,245.47, will be released to the contractor on or after September 12, 1960. The retained percentage is \$1,027.05.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

jmc

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

19-8324

For Week Ending August 13, 1960

Section Klamath Falls-Malin Hwy. Kind of work Rock Production

Highway K. Falls-Malin County Klamath Section prefix 18-8324

Contractor Asphalt Paving Co. Contract number 5613

Date of contract March 10, 1960 Specified work days 56

Date work started March 16, 1960 Work days used 54 1/2

Project authorization \$38,250.00 Per cent of time elapsed 97.32 %

Exclusive of engineering \$35,530.00

Estimated cost of completed project, exclusive of engineering \$34,594.12

Estimated per cent overrun or underrun Underrun 0.17 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization \$2720.00

Engineering cost to date \$3591.53 132.04 % Date project was completed July 27, 1960

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
—	—	—	—	—	—	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor completed moving out equipment and the clean up of site Friday.
Contract complete.

FINAL REPORT

Note:
M. N. Juva

CONSTRUCTION DIVISION
RECEIVED

JUL 15 1960

NOTED-☒ ☒ ☒ ☒ ☒
CE ACE AGE COE

NOTED
C. E. PAULSEN

Signed *H. Reid Meints*
Address P. O. Box 1090 Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			27.10		
Miles partially completed			27.10		
Miles completed			27.10		
Total estimated quantities (contract)			10,000.00 Cu. Yds.		
Total quantities corrected to date			10,254.18 Cu. Yds.		
Estimated quantities moved or placed to date			10,254.18 Cu. Yds.		
Average daily quantities			0.00 Cu. Yds.		
Average daily quantities necessary to complete project on time			0.00 Cu. Yds.		
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			3		

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers 1, Compaction rollers, Trucks 3

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear-Warm		
Monday	Clear-Warm		
Tuesday	Clear-Warm		
Wednesday	Clear-Warm		
Thursday	Fair-Warm		
Friday	Fair-Warm		
Saturday			

RECEIVED
JUL 15 1960

FOR FILING

5613

Salem, Oregon
July 15, 1960

Weekly Statement of Workday
Charges
Klamath Falls-Malin Hwy. Sec.
Contract No. 5613

Mr. W. Reid Merritt
Resident Highway Engineer

Statements of Workday Charges on the above project show charges for 1/2 day for June 30 and July 1 to July 1, and for July 5-8 inclusive to July 8. Percent of production is shown for the same days at 100%.

We are not objecting to the time as charged, but the manner. The specifications as written do not provide for fractional day charges. They do provide for full day charges based on the percentage of normal production possible.

The solution for the problem in this contract should be:

1. Charge as a workday any day normal production is possible.
2. In Revisions (+ or -) show days credit for extra work for which time should not be charged against contract time. Dates and reason for revisions should be shown here.

This method will tell the whole story and get away from fractional day charges. Please adjust your next report accordingly.

D. B. Parker
Contract Payments Engineer

cc: Dean Swift
E. A. Pease

FORM E-123

RECEIVED
APR - 5 1960

COMMISSIONER FOR FILING

M. K. McIVER, CHAIRMAN
PORTLAND

KENNETH N. FRIDLEY, MEMBER
WASCO

GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 4, 1960

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Asphalt Paving Company
P. O. Box 547
Klamath Falls
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission:

Contract #5613, awarded March 10, 1960,
for the Klamath Falls-Malin Hwy. Rock
Production Project on the Klamath Falls-
Malin Highway in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de
Encl.

RECEIVED
MAR 11 1960

FOR FILING

18-8384
5613

March 10, 1960

Asphalt Paving Co.
P. O. Box 547
Klamath Falls, Oregon

Gentlemen:

The State Highway Commission on March 10, 1960
awarded to you State Highway Contract No. 5613 for the Klamath
Falls-Malin Highway Rock Production Project in Klamath County.

This award was based on your bid of \$33,500.00 which
was the low bid submitted to the Commission on March 1, 1960 for
this project. Contract forms will be sent to you for execution
within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

rj

cc:

Tom Edwards
R. L. Porter
R. G. Savage (SIAC)

U-161(28)

Ferry St. Southbound Off- 1960
Ramp at Eugene (struc., grad.,
pav., landsc., signs & illum.)

#5614

042 2202 3-16-60

042 2202 5-3-60

RECEIVED
MAR 1 1963

FOR FILING

477 Cottage Street, N.E.
Salem, Oregon

Mr. Forrest Cooper, State Highway Engr.
Salem, Oregon

February 27, 1963

08-35.5

A. W. Parsons, Division Engineer
Salem, Oregon

By:

L. R. Backlund
Administrative Manager

Oregon Project U-161(28)
Ferry St. Southbound off ramp (Eugene) Section
Voucher No. 8 - Final
Net amount claimed \$24,544.00

The subject voucher has been approved in the reduced amount of \$24,449.00. Deduction has been made in accordance with the attached Schedules of Exceptions, Items No. 1 & 2.

Total amount of deductions	\$149.65
Federal-aid pro-rata	63.44%
Net deduction in even dollars	\$ 95.00

In the event you disagree with the deductions made, it will be necessary to present a reclaim in accordance with Instructional Memorandum 4-1-61.

Attachments



NOTED
LLOYD P. SHAW

original to Young
3-1-63

RECEIVED
JUN 8 1962
6-42

Contract 5614

Date

Project transaction number

F R-2A
(5-57-57)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

State

Oregon

FOR FILING
Project Report Number

MODIFICATION OF FEDERAL-AID

County

Lane

PROJECT AGREEMENT

Project number

U-161(28)

11/11(28) 10

5-25-62

5614

The Project Agreement for the above-referenced project entered into between

the undersigned parties and executed by the Division Engineer on April 19,

19 60, is hereby modified as follows:

Revised estimated total cost of project \$ 260,592.00

Revised Federal funds \$ 162,774.00

Other revisions

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 25 day of May, 19 62.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By [Signature]

By C. G. Polk
Division Engineer

ASSISTANT **State Highway Engineer**
(Title)

By [Signature]
W. L. Anderson
Acting Administrative Manager

By _____

(Title)

By _____

(Title)

May 22, 1962

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St. N. E.
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway Official, for the Ferry Street Southbound Offramp (Eugene) Project No. U-161(28).

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

RHC:cr

Contract 5614 *4-19-60*

RECEIVED APR 15 1960 PROJECT NO. <i>U-161(28)</i>	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State of Oregon County Lane Project No. U-161(28)
FEDERAL-AID PROJECT AGREEMENT		

5614 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

US 99, Ferry St. (Eugene) Interchange Sec.

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	2-11-60	0.2
Other (Specify)		

FUNDS

Estimated total cost of project
\$ 260,470

Federal funds
\$ 139,000

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT

(Official name of Highway Department)

By

[Signature]
State Highway Engineer
 (title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
 BUREAU OF PUBLIC ROADS

By

G. G. Polk

Division Engineer

By

[Signature]
R. C. Wright

Administrative Manager

Date executed by

Division Engineer **April 19, 1960**

April 14, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement,
signed by the Highway Commission, for the Perry Street South-
bound Off Ramp (Eugene) Section, Project No. U-161(28).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:bb

April 5, 1960

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis
for project agreement for the Ferry Street Southbound Off Ramp
(Eugene) Section, Project No. U-161(28).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

Encl.

Oregon State Highway Department

Federal Aid
Project No. U-161(28)

FERRY STREET SOUTHBOUND OFF RAMP (EUGENE) SECTION

OF THE PACIFIC HIGHWAY WEST IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 5, 1960

Type Code 6201

Roadway (Sta. YS 2+68.40 to Sta. YS 10+71) (Contract 5614)

Clearing and Grubbing	All Required		\$ 4,100.00
Removing Concrete and Masonry	All Required		3,320.00
Drainage Excavation, Unclassified	110 cu. yds.	\$ 4.00	440.00
Embankment in Place	5,900 cu. yds.	1.25	7,375.00
Furnishing and Placing Topsoil	1,000 cu. yds.	2.00	2,000.00
Finishing Roadbed and Slopes	All Required		200.00
8-inch Sewer Pipe	300 lin. ft.	2.00	600.00
12-inch Sewer Pipe	390 lin. ft.	3.00	1,170.00
18-inch Sewer Pipe	22 lin. ft.	4.50	99.00
Extra for Pipe Under Pavement	18 lin. ft.	4.00	72.00
Concrete Manholes	2 only	300.00	600.00
Adjustment of Manholes	1 only	50.00	50.00
Concrete Inlets, Type "G-1"	6 only	110.00	660.00
Concrete Curbs	38 cu. yds.	45.00	1,710.00
Concrete Curbs and Gutters	90 cu. yds.	47.00	4,230.00
Concrete Walks and Surfacing	160 sq. yds.	4.50	720.00
Concrete in Islands	9 cu. yds.	40.00	360.00
Metal Guard Rail	330 lin. ft.	2.70	891.00
Coarse Crushed Material in Base	1,800 cu. yds.	2.75	4,950.00
3/4" - 0 Material in Base	200 cu. yds.	2.75	550.00
Sprinkling	45 M-gals.	4.40	198.00
Preparation of Base	All Required		220.00
3/4" - 0 Material in Binder Course	24 cu. yds.	4.40	105.60
RC-3 Asphalt	4 tons	50.00	200.00
Class "B" Asphaltic Concrete	700 tons	6.90	4,830.00
Class "C" Asphaltic Concrete	22 tons	6.90	151.80
1/2-inch Galvanized Steel Pipe	350 lin. ft.	0.65	227.50
3/4-inch Galvanized Steel Pipe	900 lin. ft.	0.73	657.00
1-inch Galvanized Steel Pipe	920 lin. ft.	0.88	809.60
1 1/4-inch Galvanized Steel Pipe	550 lin. ft.	1.02	561.00
1 1/2-inch Galvanized Steel Pipe	430 lin. ft.	1.13	485.90
2-inch Galvanized Steel Pipe	550 lin. ft.	1.45	797.50
2 1/2-inch Galvanized Steel Pipe	300 lin. ft.	1.85	555.00
1 1/2-inch Section Control Valves	2 only	12.65	25.30
2-inch Section Control Valves	5 only	18.15	90.75
1/2-inch Drain Valves	15 only	11.55	173.25
Pop-Up Sprinkling Heads, Nonrevolving	96 only	2.50	240.00

Oregon State Highway Department

-2-

Federal Aid
Project No. U-161(28)

Shrubbery Sprinkler Heads	70 only	1.21	85.70
Furnishing and Planting Trees	32 only	9.70	310.40
Furnishing and Planting Shrubs	410 only	3.40	1,394.00
Furnishing and Planting Vines	4,500 only	0.32	1,440.00
Lawn Construction	0.60 acre.	1,650.00	990.00
Grass Seed, Highland Bentgrass	40 lbs.	0.44	17.60
Grass Seed, Creeping Red Fescue	66 lbs.	0.61	40.26
Organic Fertilizer, 5-3-2	8 cwt.	5.50	44.00
Inorganic Fertilizer, 10-16-8	5 cwt.	6.05	30.25
Sawdust	25 units	17.60	440.00
Remove Existing Sign Installations	All Required		119.00
Overhead Sign Structures	All Required		4,510.00
Wood Sign Posts	All Required		459.00
Type "A" Signs	429 sq. ft.	10.38	4,453.02
Type "C" and "D" Signs	103 sq. ft.	4.90	504.70
Type "B", "F" and "O" Signs	15 sq. ft.	6.10	91.50
Roadway and Sign Illumination Installation	All Required		6,489.00
Subtotal			\$65,842.63

Ferry Street Southbound Off Ramp (Sta. YS 10+01.48) (Contract No. 5614)

Remodel Old Bridge and Maintain Traffic	All Required		\$ 4,000.00
Shoring and Ribbing	All Required		5,000.00
Structural Excavation	1,050 cu. yds.	7.30	7,665.00
Structural Excavation Below Elevation Shown	100 cu. yds.	10.00	1,000.00
Furnish Steel Piling	140 lin. ft.	4.25	595.00
Drive Piles	4 only	100.00	400.00
Splice Piles	1 only	50.00	100.00
Class "A" Concrete (950 cu. yds.)	All Required		64,948.00
Metal Reinforcement (245,000 lbs.)	All Required		31,416.00
Structural Steel (155,000 lbs.)	All Required		34,223.00
Metal Railing	1,015 lin. ft.	12.60	12,789.00
Salvage and Install Handrail	124 lin. ft.	4.70	582.80
6-inch Standard Steel Pipe	120 lin. ft.	9.00	1,080.00
Concrete Slab Riprap	60 sq. yds.	7.50	450.00
			\$164,248.80
Flagging (57 1/2% of Contractor's Cost)	All Required		1,500.00
Special Backfill	All Required		500.00
Work by Western Union Co.	All Required		3,500.00
Work by the City of Eugene	All Required		1,200.00
Subtotal			\$236,791.43
10% Engr. & Cont.			23,678.57
Total			\$260,470.00

Length of Roadway - - - - - 0.152 Mile
 Cost of Roadway per Mile - - - \$1,713,618.42

Federal Funds - - - - -	\$159,000.00
State Funds - - - - -	101,470.00
State Funds for Const: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939	\$260,470.00
State Funds for Maint: Chap. 529, laws 1939	

FERRY STREET SOUTHBOUND OFF RAMP (EUGENE) SECTION

PROJECT NO. U-161(28)

Estimated cost of work by Western Union Company.

Labor	\$2,722.00
Material	980.00
Equipment	240.00
Salvage Credits	430.00 Cr.
	<u>\$3,512.00</u>
<u>Use</u>	<u>3,500.00</u>

Estimated cost of work by City of Eugene (Eugene Water and Electric Board).

Labor	\$1,008.29
Material	171.18
Equipment	91.33
	<u>\$1,270.80</u>
<u>Use</u>	<u>1,200.00</u>

Oregon State Highway Department

Federal Aid
Project No. U-161(28)

FERRY STREET SOUTHBOUND OFF RAMP (EUGENE)

SECTION OF THE PACIFIC HIGHWAY WEST IN LANE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 9, 1960

Type Code 6201

Roadway (Sta. YS 2+68.40 to Sta. YS 10+71)

Clearing and Grubbing	All Required	\$	\$ 2,500.00
Removing Concrete and Masonry	All Required		1,500.00
Drainage Excavation, Unclassified	110 cu. yds.	3.00	330.00
Embankment in Place	5,900 cu. yds.	1.50	8,850.00
Furnishing and Placing Topsoil	1,000 cu. yds.	2.50	2,500.00
Finishing Roadbed and Slopes	All Required		750.00
8-inch Sewer Pipe	300 lin. ft.	2.00	600.00
12-inch Sewer Pipe	390 lin. ft.	2.50	975.00
18-inch Sewer Pipe	22 lin. ft.	3.75	82.50
Extra for Pipe Under Pavement	18 lin. ft.	3.00	54.00
Concrete Manholes	2 only	250.00	500.00
Adjustment of Manholes	1 only	50.00	50.00
Concrete Inlets, Type "G-1"	6 only	90.00	540.00
Concrete Curbs	38 cu. yds.	48.00	1,824.00
Concrete Curbs and Gutters	90 cu. yds.	50.00	4,500.00
Concrete Walks and Surfacing	160 sq. yds.	4.50	720.00
Concrete in Islands	9 cu. yds.	50.00	450.00
Metal Guard Rail	330 lin. ft.	3.00	990.00
Coarse Crushed Material in Base	1,800 cu. yds.	2.25	4,050.00
3/4" - 0 Material in Base	200 cu. yds.	2.35	470.00
Sprinkling	45 M-gal.	3.00	135.00
Preparation of Base	All Required		250.00
3/4" - 0 Material in Binder Course	24 cu. yds.	3.75	90.00
RC-3 Asphalt	4 tons	60.00	240.00
Class "B" Asphaltic Concrete	700 tons	6.50	4,550.00
Class "C" Asphaltic Concrete	22 tons	8.00	176.00
1/2-inch Galvanized Steel Pipe	350 lin. ft.	0.40	140.00
3/4-inch Galvanized Steel Pipe	900 lin. ft.	0.50	450.00
1-inch Galvanized Steel Pipe	920 lin. ft.	0.70	644.00
1 1/4-inch Galvanized Steel Pipe	550 lin. ft.	0.85	467.50
1 1/2-inch Galvanized Steel Pipe	430 lin. ft.	1.00	430.00
2-inch Galvanized Steel Pipe	550 lin. ft.	1.40	770.00
2 1/2-inch Galvanized Steel Pipe	300 lin. ft.	1.85	555.00
1 1/2-inch Section Control Valves	2 only	17.00	34.00
2-inch Section Control Valves	5 only	25.00	125.00
1/2-inch Drain Valves	15 only	7.50	112.50
Pop-up Sprinkling Heads, Nonrevolving	96 only	4.50	432.00
Shrubbery Sprinkler Heads	70 only	2.00	140.00
Furnishing and Planting Trees	32 only	8.00	256.00
Furnishing and Planting Shrubs	410 only	4.50	1,845.00
Furnishing and Planting Vines	4,500 only	0.40	1,800.00

Lawn Construction	0.60 acre	\$1,200.00	\$ 720.00
Grass Seed, Highland Bentgrass	40 lbs.	0.75	30.00
Grass Seed, Creeping Red Fescue	66 lbs.	0.70	46.20
Organic Fertilizer, 5-3-2	8 cwt.	5.50	44.00
Inorganic Fertilizer, 10-16-8	5 cwt.	5.00	25.00
Sandstun	25 units	15.00	375.00
Remove Existing Sign Installations	All Required		400.00
Overhead Sign Structures	All Required		6,000.00
Wood Sign Posts	All Required		400.00
Type "A" Signs	429 sq. ft.	8.00	3,432.00
Type "C" and "D" Signs	103 sq. ft.	5.50	566.50
Type "E", "F" and "G" Signs	15 sq. ft.	6.00	90.00
Roadway and Sign Illumination Installation	All Required		6,100.00
			<u>\$ 64,106.20</u>

Ferry Street Southbound Off Ramp (Sta. YS 10+01.48)

Remodel Old Bridge and Maintain Traffic	All Required	\$	\$ 1,500.00
Shoring and Cribbing	All Required		4,000.00
Structural Excavation	1,050 cu. yds.	5.00	5,250.00
Structural Excavation Below Elevation Shown	100 cu. yds.	10.00	1,000.00
Furnish Steel Piling	140 lin. ft.	5.50	770.00
Drive Piles	4 only	100.00	400.00
Splice Piles	2 only	30.00	60.00
Class "A" Concrete (950 Cu.Yds. at \$65.00)	All Required		61,750.00
Metal Reinforcement (245,000 Lbs. at \$0.125)	All Required		30,625.00
Structural Steel (155,000 Lbs. at \$0.27)	All Required		41,850.00
Metal Railing	1,015 lin. ft.	12.00	12,180.00
Salvage and Reinstall Handrail	124 lin. ft.	10.00	1,240.00
6-inch Standard Steel Pipe	120 lin. ft.	8.00	960.00
Concrete Slab Riprap	60 sq. yds.	7.00	420.00
			<u>\$162,005.00</u>
Flagging (57 1/2% of Contractor's Cost)	All Required		1,500.00
Special Backfill	All Required		500.00
~~Salvaging Sprinkler Material and move Trees and Shrubs~~	~~All Required~~		~~325.00~~ N.P.
	Subtotal		\$228,436.20
	10% Engr. & Cont.		22,842.80
	Total		<u>\$251,279.00</u>

Length of Roadway - - - - - 0.152 Mile
 Cost of Roadway Per Mile- - \$1,653,151.31

Federal Funds - - - - - \$153,000.00
 State Funds - - - - - 98,279.00
\$251,279.00

Oregon State Highway Department

Federal Aid
Project No. U-161(28)

FERRY STREET SOUTHBOUND OFF RAMP (EUGENE) SECTION

OF THE PACIFIC HIGHWAY WEST IN LAKE COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, February 25, 1960

Type Code 6201

Roadway (Sta. YS 2+68.40 to Sta. YS 10+71)

Clearing and Grubbing	All Required	\$	\$	2,500.00
Removing Concrete and Masonry	All Required			1,500.00
Drainage Excavation, Unclassified	110 cu. yds.	3.00		330.00
Embankment in Place	5,900 cu. yds.	1.50		8,850.00
Furnishing and Placing Topsoil	1,000 cu. yds.	2.50		2,500.00
Finishing Roadbed and Slopes	All Required			750.00
8-inch Sewer Pipe	300 lin. ft.	2.00		600.00
12-inch Sewer Pipe	390 lin. ft.	2.50		975.00
18-inch Sewer Pipe	22 lin. ft.	3.75		82.50
Extra for Pipe Under Pavement	18 lin. ft.	3.00		54.00
Concrete Manholes	2 only	250.00		500.00
Adjustment of Manholes	1 only	50.00		50.00
Concrete Inlets, Type "C-1"	6 only	90.00		540.00
Concrete Curbs	38 cu. yds.	48.00		1,824.00
Concrete Curbs and Gutters	90 cu. yds.	50.00		4,500.00
Concrete Walks and Surfacing	160 sq. yds.	4.50		720.00
Concrete in Islands	9 cu. yds.	50.00		450.00
Metal Guard Rail	330 lin. ft.	3.00		990.00
Coarse Crushed Material in Base	1,800 cu. yds.	2.25		4,050.00
3/4" - 0 Material in Base	200 cu. yds.	2.35		470.00
Sprinkling	45 M-gal.	3.00		135.00
Preparation of Base	All Required			250.00
3/4" - 0 Material in Binder Course	24 cu. yds.	3.75		90.00
HC-3 Asphalt	4 tons	60.00		240.00
Class "B" Asphaltic Concrete	700 tons	6.50		4,550.00
Class "C" Asphaltic Concrete	22 tons	8.00		176.00
1/2-inch Galvanized Steel Pipe	350 lin. ft.	0.40		140.00
3/4-inch Galvanized Steel Pipe	900 lin. ft.	0.50		450.00
1-inch Galvanized Steel Pipe	920 lin. ft.	0.70		644.00
1 1/2-inch Galvanized Steel Pipe	550 lin. ft.	0.85		467.50
1 1/2-inch Galvanized Steel Pipe	430 lin. ft.	1.00		430.00
2-inch Galvanized Steel Pipe	550 lin. ft.	1.40		770.00
2 1/2-inch Galvanized Steel Pipe	300 lin. ft.	1.85		555.00
1 1/2-inch Section Control Valves	2 only	17.00		34.00
2-inch Section Control Valves	5 only	25.00		125.00
1/2-inch Drain Valves	15 only	7.50		112.50
Pop-up Sprinkling Heads, Non-Revolving	96 only	4.50		432.00
Shrubbery Sprinkler Heads	70 only	2.00		140.00
Furnishing and Planting Trees	32 only	8.00		256.00
Furnishing and Planting Shrubs	410 only	4.50		1,845.00

Furnishing and Planting Vines	4,500 only	\$0.40	\$ 1,800.00
Lawn Construction	0.60 acre	1,200.00	720.00
Grass Seed, Highland Bentgrass	40 lbs.	0.75	30.00
Grass Seed, Creeping Red Fescue	66 lbs.	0.70	46.20
Organic Fertilizer, 5-3-2	8 cwt.	5.50	44.00
Inorganic Fertilizer, 10-16-8	5 cwt.	5.00	25.00
Sawdust	25 units	15.00	375.00
Remove Existing Sign Installations	All Required		400.00
Overhead Sign Structures	All Required		6,000.00
Wood Sign Posts	All Required		400.00
Type "A" Signs	429 sq. ft.	8.00	3,432.00
Type "C" and "D" Signs	103 sq. ft.	5.50	566.50
Type "E", "F" and "G" Signs	15 sq. ft.	6.00	90.00
Roadway and Sign Illumination Installation	All Required		6,100.00
			<u>\$ 64,106.20</u>

Ferry Street Southbound Off Ramp (Sta. YS 10+01.48)

Remodel Old Bridge and Maintain Traffic	All Required	\$	\$ 1,500.00
Shoring and Cribbing	All Required		4,000.00
Structural Excavation	1,050 cu. yds.	5.00	5,250.00
Structural Excavation Below Elevation Shown	100 cu. yds.	10.00	1,000.00
Furnish Steel Piling	140 lin. ft.	5.50	770.00
Drive Piles	4 only	100.00	400.00
Splice Piles	2 only	30.00	60.00
Class "A" Concrete (950 cu.yds. at \$65.00)	All Required		61,750.00
Metal Reinforcement (245,000 lbs. at \$0.125)	All Required		30,625.00
Structural Steel (155,000 lbs. at \$0.27)	All Required		41,850.00
Metal Railing	1,015 lin. ft.	12.00	12,180.00
Salvage and Reinstall Handrail	124 lin. ft.	10.00	1,240.00
6-inch Standard Steel Pipe	120 lin. ft.	8.00	960.00
Concrete Slab Riprap	60 sq. yds.	7.00	420.00
			<u>\$162,005.00</u>
Flagging (57 1/2% of Contractor's Cost)	All Required		1,500.00
Special Backfill	All Required		500.00
Work by Western Union Co.	All Required		<u>3,600.00</u>
	Subtotal		\$231,711.20
	10% Engr. & Cont.		23,170.80
	Total		<u>\$554,882.00</u>

Length of Roadway - - - - - 0.152 Mile
 Cost of Roadway Per Mile - - - \$1,676,855.26

Federal Funds - - - - - \$155,000.00
 State Funds - - - - - 99,882.00
\$254,882.00

Oregon State Highway Department

Federal Aid
Project No. U-161(28)

FERRY STREET SOUTHBOUND OFF RAMP (EUGENE) SECTION

OF THE PACIFIC HIGHWAY WEST IN LANE COUNTY

(Estimate revised to include additional Utility work. Not as a basis for project agreement.)

Salem, Oregon, March 4, 1960

Type Code 6201

Roadway (Sta. YS 2+68.40 to Sta. YS 10+71)

Clearing and Grubbing	All Required		\$ 2,500.00
Removing Concrete and Masonry	All Required		1,500.00
Drainage Excavation, Unclassified	110 cu. yds.	\$ 3.00	330.00
Embankment in Place	5,900 cu. yds.	1.50	8,850.00
Furnishing and Placing Topsoil	1,000 cu. yds.	2.50	2,500.00
Finishing Roadbed and Slopes	All Required		750.00
8-inch Sewer Pipe	300 lin. ft.	2.00	600.00
12-inch Sewer Pipe	390 lin. ft.	2.50	975.00
18-inch Sewer Pipe	22 lin. ft.	3.75	82.50
Extra for Pipe Under Pavement	18 lin. ft.	3.00	54.00
Concrete Manholes	2 only	250.00	500.00
Adjustment of Manholes	1 only	50.00	50.00
Concrete Inlets, Type "C-1"	6 only	90.00	540.00
Concrete Curbs	38 cu. yds.	48.00	1,824.00
Concrete Curbs and Gutters	90 cu. yds.	50.00	4,500.00
Concrete Walks and Surfacing	160 sq. yds.	4.50	720.00
Concrete in Islands	9 cu. yds.	50.00	450.00
Metal Guard Rail	330 lin. ft.	3.00	990.00
Coarse Crushed Material in Base	1,800 cu. yds.	2.25	4,050.00
3/4" - 0 Material in Base	200 cu. yds.	2.35	470.00
Sprinkling	45 M-gals.	3.00	135.00
Preparation of Base	All Required		250.00
3/4" - 0 Material in Binder Course	24 cu. yds.	3.75	90.00
RC-3 Asphalt	4 tons	60.00	240.00
Class "B" Asphaltic Concrete	700 tons	6.50	4,550.00
Class "C" Asphaltic Concrete	22 tons	8.00	176.00
1/2-inch Galvanized Steel Pipe	350 lin. ft.	0.40	140.00
3/4-inch Galvanized Steel Pipe	900 lin. ft.	0.50	450.00
1-inch Galvanized Steel Pipe	920 lin. ft.	0.70	644.00
1 1/4-inch Galvanized Steel Pipe	550 lin. ft.	0.85	467.50
1 1/2-inch Galvanized Steel Pipe	430 lin. ft.	1.00	430.00
2-inch Galvanized Steel Pipe	550 lin. ft.	1.40	770.00
2 1/2-inch Galvanized Steel Pipe	300 lin. ft.	1.85	555.00
1 1/2-inch Section Control Valves	2 only	17.00	34.00
2-inch Section Control Valves	5 only	25.00	125.00
1/2-inch Drain Valves	15 only	7.50	112.50
Pop-Up Sprinkling Heads, Nonrevolving	96 only	4.50	432.00

Oregon State Highway Department

-2-

Federal Aid
Project No. U-161(28)

Shrubbery Sprinkler Heads	70 only	\$ 2.00	\$ 140.00
Furnishing and Planting Trees	32 only	8.00	256.00
Furnishing and Planting Shrubs	410 only	4.50	1,845.00
Furnishing and Planting Vines	4,500 only	0.40	1,800.00
Lawn Construction	0.60 acre	1,200.00	720.00
Grass Seed, Highland Bentgrass	40 lbs.	0.75	30.00
Grass Seed, Creeping Red Fescue	66 lbs.	0.70	46.20
Organic Fertilizer, 5-3-2	8 cwt.	5.50	44.00
Inorganic Fertilizer, 10-16-8	5 cwt.	5.00	25.00
Sawdust	25 units	15.00	375.00
Remove Existing Sign Installations	All Required		400.00
Overhead Sign Structures	All Required		6,000.00
Wood Sign Posts	All Required		400.00
Type "A" Signs	429 sq. ft.	8.00	3,432.00
Type "C" and "D" Signs	103 sq. ft.	5.50	566.50
Type "E", "F" and "G" Signs	15 sq. ft.	6100	90.00
Roadway and Sign Illumination Installation	All Required		<u>6,100.00</u>
Subtotal			\$64,106.20

Ferry Street Southbound Off Ramp (Sta. YS 10+01.48)

Remodel Old Bridge and Maintain Traffic	All Required		\$ 1,500.00
Shoring and Cribbing	All Required		4,000.00
Structural Excavation	1,050 cu. yds.	5.00	5,250.00
Structural Excavation Below Elevation Shown	100 cu. yds.	10.00	1,000.00
Furnish Steel Piling	140 lin. ft.	5.50	770.00
Drive Piles	4 only	100.00	400.00
Splice Piles	2 only	30.00	60.00
Class "A" Concrete (950 cu. yds at \$65.00)	All Required		61,750.00
Metal Reinforcement (245,000 lbs. at \$0.125)	All Required		30,625.00
Structural Steel (155,000 lbs. at \$0.27)	All Required		41,850.00
Metal Railing	1,015 lin. ft.	12.00	12,180.00
Salvage and Reinstall Handrail	124 lin. ft.	10.00	1,240.00
6-inch Standard Steel Pipe	120 lin. ft.	8.00	960.00
Concrete Slab Riprap	60 sq. yds.	7.00	<u>420.00</u>
			\$162,005.00

Flagging (57 1/2% of Contractor's Cost)	All Required		1,500.00
Special Backfill	All Required		500.00
Work by Western Union Co.	All Required		3,600.00
Work by the City of Eugene	All Required		<u>1,500.00</u>
Subtotal			\$233,211.20
10% Engr. & Cont.			<u>23,320.80</u>
Total			\$256,532.00

Length of Roadway - - - - - 0.152 Mile
 Cost of Roadway per Mile - - - \$1,687,710.52

Federal Funds - - - - -	\$155,000.00
State Funds - - - - -	<u>101,532.00</u>
	\$256,532.00

RECEIVED

MAY 21 1962

FORM E-302-20M-11-61-40231

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 16, 1962

Salem 10, Oregon

5614

SUBJECT: Traffic Signal Head Adjustment
Coburg Road at Oakway Road
Eugene

To:

W. O. Widdows
Assistant Maintenance Engineer
Highway Shops

As you will recall, the traffic signals at the above mentioned intersection have been accepted by the City of Eugene for future maintenance and operation. They have recently, however, experienced some difficulty in keeping the signal heads properly aligned toward their respective lanes.

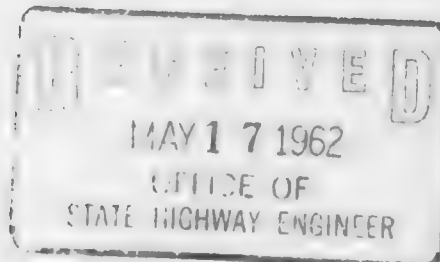
Since the City of Eugene does not have, at the present time, ladder truck equipment that will reach these heads, they have requested that the State tighten all of the signal heads on the westerly span at this intersection and properly align them with respect to the traffic lanes.

Mr. Gordon Wyatt, Traffic Engineer for the City of Eugene, had indicated that he would appreciate being notified at such time as this work will be done.

F. B. Crandall
Traffic Engineer

LEG:mgn
cc: Tom Edwards

NOTED
TOM EDWARDS



RECEIVED
AUG 28 1961

FOR FILING

5614

August 25, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

You are hereby notified that a post-final payment will be made to Hannan Brothers Co., on contract #5614 for structure-signing-grading-paving-landscaping-illumination on the Ferry St. Southbound Off-Ramp Section of Pacific Highway West in Lane County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be \$231,856.65, including the post-final payment of \$175.94. Of the total, \$3,007.79 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Hannan Brothers Co.,
8410 SE Otty Road
Portland
Oregon

RECEIVED
AUG 4 1961

FOR FILING

5614

August 3, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

You are hereby notified that a post-final payment will be made to Hannan Brothers Co., on contract #5614 for structure-signing-grading-paving-landscaping-illumination on the Ferry St. Southbound Off-Ramp Section of Pacific Highway West in Lane County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be \$231,680.71, including the post-final payment of \$1,285.63. Of the total, \$4,831.85 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Hannan Brothers Co.,
8410 SE Otty Road
Portland
Oregon

RECEIVED
JUL 10 1961

FOR FILING

JUL 10 1961
5614

July 7, 1961

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5614 for structure-signing-grading-paving-landscaping-illumination on the Ferry St. Southbound Off-Ramp Section of Pacific Highway West in Lane County was completed by the contractor, Hannan Brothers Co., on March 7, 1961, but has not as yet been accepted by the Commission.

Final payment in the amount of \$13,800.00 will be released to the contractor after acceptance by the Commission. The total contract amount is \$230,395.08, of which amount \$2,831.85 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

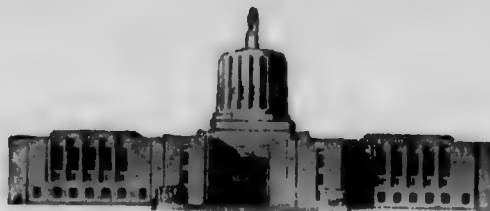
dc

cc: Hannan Brothers Co.,
8410 SE Otty Road
Portland
Oregon

RECEIVED
FORM 8-122-X 7M 1-50
JUN 29 1961

FOR COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY SALEM U-161(28)
5614



STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM
June 27, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage, N.E.
Salem, Oregon

Dear Sir:

Hannan Brothers Company completed work on the Ferry Street-
Southbound Off-Ramp Project, on the Pacific Highway in Lane County,
Contract #5614, FAP No. U-161(28), on March 7, 1961.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

nk

cc: J. W. Nash
Floyd Query
D. B. Parkos

NOTED ON CARD
lc

NOTED
FLOYD QUERY

J Cook

RECEIVED
JUN 14 1961

FOR FILING

U-161 (28)
5614

Salem, Oregon
June 14, 1961

Mr. F. B. Crandall

Herewith copy of a letter from Mr. Hugh McKinley concerning the signal and lighting installation on Coburg Road between the Oakway Road and the Ferry Street Bridge.

Will you please have the necessary agreement between the City and the State prepared.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:as

CITY OF EUGENE

OFFICE OF CITY MANAGER
EUGENE, OREGON

JUNE 7, 1961

MR. W. C. WILLIAMS, STATE HIGHWAY ENGINEER
STATE HIGHWAY DEPARTMENT
SALEM, OREGON

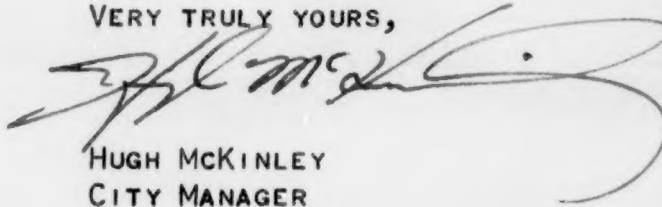
ATTN: MR. G. S. PAXSON
ASSISTANT STATE HIGHWAY ENGINEER

DEAR MR. PAXSON:

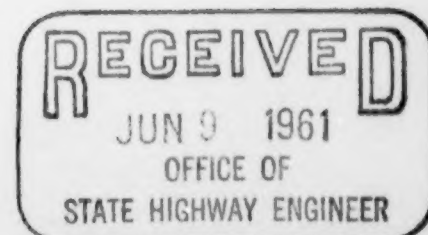
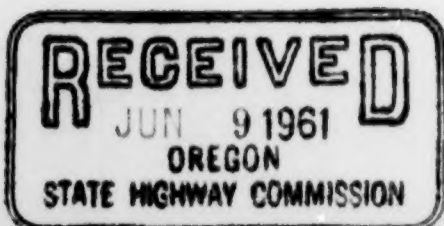
REFERENCE IS MADE TO YOUR LETTER OF NOVEMBER 15, 1960 IN WHICH YOU PROPOSED TO ASK THE CITY OF EUGENE TO ASSUME THE COST OF MAINTENANCE AND OPERATION OF THE SIGNAL AND LIGHTING SYSTEMS WHICH WERE INSTALLED BY THE STATE ON COBURG ROAD BETWEEN THE OAKWAY ROAD AND THE NORTH END OF THE FERRY STREET BRIDGE. WE NOW HAVE RECEIVED AN ESTIMATED COST OF THIS SYSTEM FROM THE EUGENE WATER & ELECTRIC BOARD AND ARE IN A POSITION TO PROCEED WITH PRESENTATION OF THE PROPOSED AGREEMENT TO THE CITY COUNCIL. IT WILL BE APPRECIATED IF YOU WILL PREPARE THE PROPOSED AGREEMENT AND SEND IT TO US SO THAT WE MAY REVIEW IT PRIOR TO GOING BEFORE THE COUNCIL WITH THE RECOMMENDATION.

PLEASE EXCUSE THE LONG DELAY IN ACTING ON THIS REQUEST. THE DELAY WAS THE RESULT OF A PROGRAM OF REEVALUATION OF THE ENTIRE STREET LIGHTING SYSTEM COST OF THE CITY BY THE EUGENE WATER & ELECTRIC BOARD PRIOR TO THEIR BEING WILLING TO SET RATES ON THIS PARTICULAR INSTALLATION.

VERY TRULY YOURS,


HUGH MCKINLEY
CITY MANAGER

HM:D



4-161(28)

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT
Field Engineer's Weekly Report
 FOR CONSTRUCTION PROJECTS ONLY

Section Ferret St. Southbound Off Ramp For Week Ending April 22, 1961
 Highway Pacific West County Lane Kind of work bridge approaches
 Contractor Hannan Brothers Section prefix 20-1057
 Date of contract March 10, 1960 Contract number 5614
 Date work started March 21, 1960 Specified work days _____
 Project authorization \$ _____ Work days used _____
 Exclusive of engineering \$ _____ Per cent of time elapsed _____ %
 Estimated cost of completed project, exclusive of engineering \$ _____
 Estimated per cent overrun or underrun %
 Per cent of contract completed, based on estimated cost %
 Engineering authorization \$ 18,886
 Engineering cost to date \$ 8,223, 43 % Date project was completed _____, 19____

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	Landscape 100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

On Monday a small state maintenance crew revised connections to five shrubbery and one lawn sprinkler heads from a dead line to a live one.

Grass is showing uniform growth in the lawn areas.

As Constructed plans were completed this week.

NOTED

JOHN R. OAKES

Noted
M. N. JuveCONSTRUCTION DIVISION
RECEIVED

APR 24 1961

NOTED--☒ ☒ ☒ ☒
CE ACE COE

Signed _____

Address _____

Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.
 State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)	5,900	2,000			722
Total quantities corrected to date	6858	1,714			678
Estimated quantities moved or placed to date	6,858	1,714			678
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels, Power graders, Rollers, Mixers, Crushing or screening plants

Compressors, Bulldozers, Compaction rollers, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	showers		
Tuesday	rain, hail and snow		
Wednesday	showers		
Thursday	showers		
Friday	showers		
Saturday			

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Department of Transportation

Title of Record Series: Construction Contracts

Arrangement
of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 5584 Ends with: Contract # 5614

FLASH CARDS: Begin Each Contract

Remarks: # 5584 continued from reel 96
5614 continued on reel 98

Reel No. 97 Reduction Ratio 21:1 Project No. _____
Camera: Name Bell & Howell Model File Master Film Recon KAHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 23 day of March 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature

Silvar Storm